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The Solicitors' Journal.

LONDON, JULY 20, 1872.

AMONG THE MANY SMALL ECONOMIES lately adopted by the Treasury, few have given rise to more unpleasant feeling than the contemplated revision of the scale of travelling expenses allowed to County Court judges. Let us see exactly how the matter stands. The 9 & 10 Vict. c. 95, s. 40, fixes the salary of a county court judge at twelve hundred a-year, since raised to fifteen hundred; and by a proviso to the same section "it shall be lawful for the Commissioners of Her Majesty's Treasury to allow *in each case* such sum as they shall *in each case* deem reasonable to defray travelling expenses *with reference to the size and circumstances of each district*." Under this section a certain annual sum for travelling expenses has always been allowed to the judge of each circuit; and until lately the amount allowed in each case had, we believe, undergone no revision for many years. Of late, however, it has been objected that the amount allowed has in some cases been too large, and that, in fact, travelling expenses have formed a kind of petty addition to salary. That this has been so in some places we have no doubt; but we believe they are very few, and we doubt whether this very miscroscopic abuse was worth ferreting out. However, the Commissioners of the Treasury are the persons upon whom the law has thrown the duty of deciding the question, and they have decided that a change, or at least an inquiry, is necessary. This decision, then, being arrived at, it is pretty clear what their proper course, according to the plain intention of the County Court Act, is. In the first place it is manifest that the Treasurer can have nothing properly to do with the arrangement of business on any circuit. Places and times for holding courts are partly fixed by Act of Parliament, and are partly left to the discretion of the judge, subject, where necessary, to the sanction of the Lord Chancellor. It is equally manifest that all such matters are to be settled solely with a view to the efficient administration of justice and the convenience of the inhabitants of the district. These arrangements being thus determined, it is the duty of the Treasury to allow the necessary travelling expenses for carrying them out. In other words, the allowance of travelling expenses by the Treasury ought to be regulated with reference to the best arrangement for the conduct of business; the conduct of business ought not to be arranged with a view to travelling expenses. In the second place it is plainly, from the very words of the section, the duty of the Commissioners to consider the case of each circuit separately, weigh its particular circumstances, and the mode in which its business is conducted, and make its allowance accordingly, and not to lay down any hard and fast line to govern all cases indiscriminately.

Now what is the Treasury doing? It has propounded a theory that every County Court Judge is to be assumed to live in the principal town in his district, or the place where his most important court is held, and they propose that travelling expenses shall be allowed on this assumption. But this is a plain departure from the duty which the Act has cast upon the commissioners of considering the circumstances of each district. The chief court here may be in the centre of one district, and at one corner of another; it may be a most convenient possible place for a judge to reside in one district, and the most inconvenient in another. So that one or other of two results must follow the adoption of such a rule. Either each judge must go and reside at his capital town, whether it be the best place for the purpose or the worst; or else travelling expenses must be allowed on a purely imaginary basis, having no relation whatever to the expenses really and properly incurred.

Yet the Commissioners of the Treasury have gone further than that. They have in a circular letter to the judges suggested that they should so arrange the courts as to bring their actual travelling expenses to the level of this purely imaginary standard. As to this, we can only say that if any judge did arrange the time of holding any court, not with a view to the convenience of the suitors at that court or those in his courts generally, but with a view to increasing or diminishing travelling expenses, he would be guilty of a grave breach of duty; and in suggesting such a thing the commissioners have entirely misunderstood the duty in the matter.

Mr. Daniel, in a pamphlet just issued, has pointed out how the proposed change would work in his district, and we are quite sure that similar results would follow in many others.

A BILL HAS BEEN introduced into the House of Lords by the Lord Chancellor at a very late period of the Session to amend the law relating to courts of summary jurisdiction. We do not know whether it is meant to pass this session or not. Probably it is, for it is scarcely ambitious enough in its aim to be meant as a tentative scheme thrown out for consideration during the recess. It, is in fact, merely intended to mend omissions in other Acts, which frequently impose penalties without providing sufficient machinery for their recovery. It is, however, a specimen of legislation of a very objectionable character. If it is passed it will be impossible to understand the Act without reference to numerous other Acts, and impossible to understand the other Acts without reference to it, although they will contain nothing to show the reader that this is the case. Moreover, its provisions will not be of sufficient importance to make it generally well-known.

It will patch a hole or two discovered in the Contagious Diseases (Animals) Act, 1869, and in some other Acts, but beyond this its principal effect will be to raise doubts whether the Legislature in future Acts meant what it said when it passed them, or what it said when it passed this. Consolidation Acts, when comprehensive, like the Lands Clauses Act and others, are very useful, both in diminishing the bulk of future legislation and in producing uniformity of practice. But minor Acts of the kind, like the present, which merely provide a definition or two for the construction of past or future Acts, and a provision or two as to what is to be done in certain cases when the Legislature has not said elsewhere what is to be done, are objectionable, because they are almost sure to be overlooked and thus to cause mistakes. Indeed, but for the assistance of text-book writers, or annotators, in incorporating them with the previous law they must inevitably be overlooked.

"AN ACTUARY" has written another long letter to the *Times*, in which a vigorous attempt is made to depreciate the success of the Albert Arbitration. He begins by hinting that Lord Cairns' decisions have been "unsatisfactory to the lawyers;" upon which it is only

necessary for us to say that the contrary would be about the truth. Next he cavils at the smallness of the dividend, and contends that "there is something of an absurdity in having an Act of Parliament, a special tribunal, and an ex-Lord Chancellor, all to apportion so exiguous a dividend." It is not the fault of the special tribunal that the dividend is so exiguous; but it is sufficiently plain that if this enormous mass of complication had been left to go on under the ordinary winding-up jurisdiction in Chancery, the dividend would have vanished altogether. But says "An Actuary," somewhat inconsistently, apropos of the observation that the arbitration is a refuge from the overwhelming costs of Chancery :—

"This is no concern of the policyholders, who are entitled to the benefit of the uncalled capital, while the costs are thrown, in addition, upon the shareholders. A mitigation, then, of those expenses would be no consideration for the relinquishment by the policyholders of their undoubted rights."

Now, although it is true that in an *unlimited* company the creditors can claim to have the costs of winding-up paid by the contributories, in addition to the debts of the company, it involves the shallowest fallacy to argue, as "An Actuary" does, that the creditors, be they policyholders or whosoever, are not interested in the reduction of the costs to a minimum. It is a small satisfaction to creditors to have a call made if the shareholders' purses are not long enough to pay it; it comparatively seldom, if ever, happens, that an official liquidator can realise a large call in full, and then the costs come into direct competition with the claims of the creditors, "An Actuary" also finds fault with Lord Cairns' decisions on the subject of "novation." He says :—

"The common opinion of the insurance world, as well as of the outside public up to the time of the failure of the Albert, was that the position of the policyholders in any company was improved by an amalgamation; that the shareholders were not released, but the security of the new company upon every successive transfer was superadded to that of the old one. The award of the arbitrator has swept away these notions, and, releasing the shareholders of the original companies, has thrown the accumulated liability upon the assets of the Albert alone."

It is true that the Albert arbitrator had, under the Albert Arbitration Act, an absolute discretion of decision, unfettered by decided authorities, but Lord Cairns in exercising that discretion guided himself by the principles on which the Courts have been accustomed to administer similar cases. We believe that the notion of his decisions on the point of "novation" being inconsistent with the existing Chancery principles will be found to be fallacious. The following passage, extracted from the judgment of Lord Justice Mellish in *Blood's case* (18 W. R. 370), is as strong as anything of Lord Cairns. After citing the existing authorities, Sir G. Mellish said :—

"Those cases, as it appears to me, do establish, as a general rule, that where on amalgamation of two companies notice is given to a policy-holder of the fact of the amalgamation and in substance notice is given that he has his election whether he will choose to take a policy or liability of the new company in lieu and instead of the policy of the original company who were liable to him; even although he does not in terms assent to the novation by taking out a new policy, or by having his existing policy endorsed, or by entering into an express agreement, yet, if you find him acting upon it, and taking the benefits which he could only be entitled to receive upon the assumption that he had agreed to take the liability of the new company in lieu and instead of the old one, that will be evidence on which the Court may find, and, unless there is something to contradict it, ought to find, that he has agreed to take the liability of the new company instead of the old one."

The fact is that the winding-up machinery of the Court of Chancery was not constructed in prospect of masses of joint-stock bankruptcy so enormous and so tangled as those of these huge clusters of "amalgamated companies," and some special provision was necessary, if the affair was not to fritter itself away in costs, and block up the administration of ordinary business. Everyone interested in the liquidation is to be congratulated on its having been better disposed of, though perhaps "An Actuary" might have preferred its remaining to be a "*Jarndyce* v. *Jarndyce*" on a colossal scale.

THE JURIES BILL is amongst the massacred innocents of the session. We have not yet seen the result of the labour of the select committee, but, however well they may have done their work, it was perhaps not to be expected that the House would take the bill upon trust, and pass it without further debate. If there was to be any serious debate upon it, of course its passing would be out of the question. The single instalment of relief that Middlesex jurors appear likely to get this session is contained in a bill consisting of one section introduced by Mr. W. H. Smith. This provides that a grand jury of Middlesex need not be summoned unless notice has been given to the Master of the Crown Office before the fourth day of term that there is some business intended to be brought before them. Hitherto a grand jury has been summoned and sworn every term to try indictments preferred in the Court of Queen's Bench. It is extremely rare for any indictments to be preferred in that Court. Indictments which it is wished to try there are usually removed after bill found. We can only call to mind of late years the case of Governor Eyre, against whom such an indictment was preferred. The practice is for the senior puisne judge of the Court of Queen's Bench to charge the grand jury, for which he gets a small sum annually beyond the amount of his ordinary salary as a judge. On the last occasion Mr. Justice Blackburn, in delivering his charge—that is to say, in informing the grand jury that as usual they had nothing to do—called attention to the uselessness of summoning the jury whether there was any business or not, and also to the fact that the Government bill, before the House of Commons, contained no provision on the subject. These observations, no doubt, suggested the introduction of this bill, and, as it seems likely to pass, the grand jurors of Middlesex will profit by the neglect of the Government to provide for their case in the bill which has been dropped.

AN AWARD was made last week by Arbitrators under the Irish Church Act, which will have some interest for solicitors, estate agents, and others frequently concerned with the sale and purchase of advowsons. The question argued before the arbitrators, who were Dr. Ball, Q.C., M.P., and Dr. Longfield, was as to the compensation to be paid by the Church Temporalities Commissioners, in respect of certain advowsons of the Marquis of Drogheda and the Earl of Devon, the lay patrons having appealed under section 42 of the Irish Church Act against the valuations made by the Commissioners under section 18.

Experience teaches that advowsons sell for prices more widely varying than most other kinds of property, but in England the general basis of valuation, irrespective of incumbent's age, &c., is ten years' purchase of the annual value, after deducting the income of a curate. In one of the cases before the Arbitrators, the living of Dunany, an expert from England had valued the advowson at £1,148 17s., on behalf of the patron, and the patron's actual claim was for £768; while for the Commissioners another expert estimated it at only £46 19s 10d., at which sum the Commissioners had assessed their compensation to the patron. The Arbitrators in their decision, stated that, finding the bases of valuation upon which the contending parties had proceeded to be totally irreconcileable, they had endeavoured to deduce information from lists of all advowson sales of which they could

learn. These fell into four classes. First, Lord Chancellor's advowsons sold under Lord Westbury's Act (26 & 27 Vict., c. 120); those, however, were taken out of the list of authorities by the circumstance of the purchase-money being applied in augmentation of the livings, which, of course, added to the value,—with the additional circumstances of the livings being picked ones, and the vendor not bound to sell. Secondly, there were the livings sold in the Irish Landed Estates Court, and these, like the first class, were laid aside, but for the opposite reason, that they sold too low. Dr. Longfield gave it as the result of his judicial experience in the Landed Estates Court, that advowsons sold there went generally too low, there being no species of property that suffered more by forced sale than an advowson, for the reason, amongst others, that it brings no immediate income. The third class of sales considered was that of advowsons belonging to Municipal Corporations in England, and sold under the Municipal Corporations Regulation Act, 1835 (s. 139), and these again the Arbitrators rejected as not *in pari materiâ*, on account of depreciatory circumstances arising from the nature of the case. There remained a bulk of advowsons sold by public auction in England. Of these the Arbitrators had gone attentively over a list, embracing a large number of sales, and found much variation in prices—prices, in fact, being widely influenced by what Dr. Longfield styled "latent circumstances" affecting the value of respective livings. The Arbitrators had, therefore, they said, endeavoured to strike out a principle for themselves, and in doing so had experienced very considerable difficulty in reconciling conflicting cases of small and large livings. After mature deliberation they had thought it necessary to make some fixed deduction applicable to every living, large and small, and the deduction which they decided on making was £40 a year. It would be difficult to say on what basis they had selected £40 rather than £30 or £50; but the real reason was that that gave a result most corresponding with the actual sales that had taken place. This would attach some value to a small living—even though the income derivable from it was only a fair remuneration for the services to be performed. After deducting this £40 in the first instance, they substituted 45 per cent. of the residue for the value of the services, and, having made those deductions, they took the interest of money at four and a half per cent., or 22⅔ years' purchase for the fee (which was the figure the commissioners took in dealing with the tithe rent), and they valued the life estate taken out of the fee on tables to be also computed at four and a half per cent.; and thus they arrived at a result which they considered reasonable between man and man, and a mode by which the fair value of advowsons in Ireland could be obtained unless there were special circumstances to be taken into account. Dr. Longfield seemed to think that the circumstance of the bulk of the population being of a different religion would depreciate the value of livings, since, though the work might be lighter, a clergyman would, he thought, "prefer to deal with persons who would follow his advice rather than with those who were disposed to hate him." But as against this, the market for advowsons was smaller in Ireland, and the demand less. Leaving the above principle to govern ordinary cases, the arbitrators would recommend that in dealing with special cases a special rule should be applied. For instance, in one of the cases then before them, they had resolved to make an addition of £28 a-year, based upon evidence as to the locality and the circumstances. And in the case of livings of £600 a-year or over £600, where the deduction of the 45 per cent. would amount to a very large sum, they thought that it would only be fair to add to the gross result at the rate of 10 per cent. Inasmuch as the present cases would probably govern others, the arbitrators offered the above principles for the general guidance of the Commissioners. Applied to the particular cases before themselves, the result was that the living of Dunany, of which the opposite valuations had varied between £1,143 17s. and £46 19s. 10d., was assessed by the arbitrators at £395. The rule to be applied to the cases then before the arbitrators was summed up by Dr. Ball to be the following:—

"First, to subtract £40 from the net annual income of benefice, then to make a further deduction of 45 per cent. from what remains after deducting the £40. The balance of income is then to be multiplied by 22½ years' purchase, for which the value of the life of the incumbent calculated upon 4½ per cent. tables is to be taken, the result giving in ordinary cases the compensation. In the case of a patron resident in the parish, he is to receive an addition to the value of 10 per cent. to compensate for this personal advantages and in the case of livings above £600 a year a percentage also to be added."

HAWTREY'S CASE, reported in our Albert Arbitration Reports this week, is worth notice as a case in which, not a policyholder, but an annuitant, is held to have accepted the liability of the Albert Assurance Company in place of that of the company with which he had originally contracted. The reader will remember that in *Pott's case* (18 W. R. 266), a case arising out of the same "amalgamation," the Lord Chancellor and Giffard, L.J., held General Pott, the annuitant in that case, not to have foregone his claim upon the Family Endowment Society. It takes much more to establish a case of "novation" against an annuitant than against a policyholder, the difference being the important difference between a man who has only to receive, and the man who has to pay and get a receipt. *Hawtrey's case*, however, is quite consistent with the decision in *Pott's case*. In *Pott's case* the annuitant had received his money from the Albert Company since the amalgamation, and that was all; whereas the annuitant in *Hawtrey's case* had, after receiving the Albert circular, in which the supposed advantages of the Albert responsibility were set forth, asked for some voucher binding the Albert Company, and accepted their offer to endorse his policy. The case was therefore clear; but it is worth notice, because there seems to be a notion abroad that it is next to impossible that an annuitant should be precluded from resorting to the assets of the Company with which he originally contracted.

THE TWO HOUSES came to an agreement this week upon the Ballot Bill. The disagreement had virtually terminated when the Commons accepted from the Lords the advantage of a scrutiny and the Lords yielded to the Commons in giving up the impossible notion of an optional ballot. Since then the Houses have only been approaching each other by alternate adjustments of detail, the last of which was agreed to on Monday evening. The Lords' amendment, limiting the operation of the Act to 1880, remains in the bill; this is, as we have observed, quite an unimportant matter. The illiterate voter, whom we do not think worth the trouble which has been bestowed upon him, is after all to make his declaration before the presiding officer, instead of, as proposed on one side, before a magistrate; or, as proposed on the other side, before any registered elector in the constituency. The schoolrooms are retained as available for polling places, but, instead of the candidate being saddled with any loss of Parliamentary grant which might possibly arise from the interruption of children's attendances, it is now arranged with the Education Department that the days on which the schoolhouses are used as polling places are to be counted as days of attendance.

THE ACQUITTAL OF STOKES, who shot Fisk, the author, with Gould, of the Erie Railway's troubles, does not seem to have excited very much surprise, in America at any rate. A considerable number of months had been allowed to elapse before Stokes was put on his trial, and the New York public may have

experienced reasons, in the interim, leading them to think that they got on better without Fisk. Of course the question before the jury must have been the bare question whether Stokes shot at Fisk of premeditation, to the determination of which, if any deliberation were needed under the circumstances, considerations of the influence of the shot upon security and morality were rather irrevelant. An English jury sometimes declines to confine its consideration to the bare question left to it by a judge, and insists on basing its verdict on a general opinion of the whole matter; and it is not difficult to imagine such an inclination existing to a great degree of exaggeration in a country where the Bench receives infinitely less respect than in England; added to which, there seems to be in America a disposition to regard affrays between "rowdy" members of society with indifference, whatever the result to the principals. Viewed in from another point, the acquittal of Stokes seems to add one more to the many instances in which the Americans have improved on or gone ahead of our ways of doing things. In England we convict and sentence interesting slayers in the first instance, and then agitate the Home Secretary into letting them off the sentence. In America they acquit them clean off hand, which is an improvement on our procedure.

CIVIL ACTION IN RESPECT OF A FELONY.

It was said by Lord Tenterden in the case of *Stone* v. *Marsh* (5 B. & C. 564) "There is indeed a rule of the law of England—viz., that a man shall not be allowed to make a felony the foundation of a civil action; not that he shall not maintain a civil action to recover from a third and innocent person that which has been feloniously taken from him; for this he may do, if there has not been a sale in market overt; but that he shall not sue the felon; and it may be admitted that he shall not sue others together with the felon in a proceeding to which the felon is a necessary party, and wherein his claim appears, by his own showing, to be founded on the felony of the defendant." This was incautious language considering that *Dawkes* v. *Coveneigh* (Sty. 346) had already decided that *after conviction* an action would lie against the felon. In *Marsh* v. *Keating* (1 Bing. N. C. 217), the language used by Park, J., in delivering the opinion of the judges in the House of Lords was equally incautious. He says, indeed, "it may be admitted that the civil remedy is in all cases *suspended* by a felony, where the act complained of, which would otherwise have given a right of action to the plaintiff, is a felonious act;" and this at first sight seems to save the decision in *Dawkes* v. *Coveneigh*; but he goes on, "Upon this ground Mrs. Keating would have *lost* any right of action which she could otherwise have had against Fauntleroy for the wrongful sale of her stock without her authority, by reason of the felony committed by him as the means of selling the stock." Both these cases, which were issues directed by the Court of Chancery, arose out of the same transaction, and the question was, whether the plaintiffs were disabled from proving against the bankrupt estate of the defendants for monies received by them from the sale of stock belonging to the plaintiffs, and which had been sold by defendants' partner Fauntleroy under a power of attorney forged by himself. Fauntleroy had been tried, convicted, and hung; and the bankrupts were no accomplices in his act. First, therefore, the proceeding was not against the felon, but against innocent third persons who had, as partners, constructively received the proceeds of the stock sold by means of the felonious act. Secondly, the felon had himself been convicted and punished. As both these circumstances were relied on, it is fair to assume that either would have been thought sufficient by the judges; but the actual effect of a combination of reasons is to weaken both; the case was not very clear or satisfactory, and room was still left for doubt. In *Peer* v. *Humfrey* (2 A. & E. 495), where the plaintiff had prosecuted the thief to conviction, he was held entitled to recover his property from an innocent third party to whom it had been sold. But here, too, both circumstances combined; the action was brought against a third person, and the thief had been convicted. At last, in *White* v. *Spottigue* (13 M. & W. 603), overruling the extraordinary decision of Best, C.J., in *Gimson* v. *Woodfall* (2 C. & P. 41), the rule was limited to cases arising between the injured person and the felon, and it was held that the plaintiff might recover his property from an innocent third party, though the thief remained unprosecuted. Thus the first ground relied on in *Marsh* v. *Keating* was established, and shaken clear of the question whether the thief had been prosecuted to conviction. On the other point, also, the opinion prevailed that after conviction the remedy by action against the felon revived, on the ground that the public interest, for the sake of which the rule existed, was then satisfied; and this view was logically applied by Stuart, V.C., in *Mitcham* v. *Gatrill* (18 Jur. 768), where he made the personal representatives of the thief liable, to the extent of the assets, for the proceeds of the misappropriation, the crime not having been discovered till after his death.

But still it remained the opinion that so long as the felon was unconvicted, or at least untried, no action could be maintained against *him* in respect of the felonious act. (The notion that no action could be maintained after the alleged criminal had been without collusion *acquitted*, which was overruled in *Crosby* v. *Leng*, 12 East. 409, need only be noticed by the way as a curious development of the illogical understanding.) The opinion that the injured person could maintain no action against the unprosecuted felon has been lately commented on in the case of *Wells* v. *Abrahams* (20 W. R. 659). The doctrine was traced back by Blackburn, J., to the utterance of Jones, J., in *Markham* v. *Cobb*, 10 Jones, 147; not, however, quite accurately, for the case of *Higgins* v. *Butcher*, Yel. 90, Noy. 18, was decided in 4 Jac. 1, whilst *Markham* v. *Cobb*, occurred in 2 Car. 1. Now in *Higgins* v. *Butcher* it was decided the action would not lie; but on two distinct grounds, one that the king only must punish felony except on appeals; the other, that the plaintiff's wife, in respect of whose murder (or homicide) the plaintiff sued, must be joined. The latter reason was perhaps sufficient; at any rate, it seems the one on which (according to Yelverton's report) the Court really proceeded. In *Markham* v. *Cobb*, the matter was more fully considered, but there also the case was decided in favour of the plaintiff on an incomprehensible point of pleading, and what was said on the question was extra-judicial. It is singular, however, that the defendant there *pleaded* the felony and conviction. Now it seems agreed that a felon cannot thus set up his own wrong; and further, the plea showing a *conviction* would, according to *Dawkes* v. *Coveneigh*, be bad on that ground. But the judges seem to have had a general discourse on the question, the particulars of which (and more particularly his own reasons) are given by Jones, J., himself, with the observation, however, that this was said *argumenti gratiâ*, and not as his absolute opinion. Doddridge and Whitlock, J.J., thought that after conviction the action would lie. Jones, J., thought not, for various reasons; amongst which he says "the main reason" was, not quite as Blackburn, J., puts it, that the intention could not be traversed because even the Devil does not know it, but that, a jury having found as a fact that the defendant was guilty of "*contrectatio rei alienæ domino invito animo furandi*," that finding could not be traversed, and therefore, the last words could not be rejected; "although the conviction on indictment was not the plaintiff's act,

yet, it being found by verdict that the goods were stolen, he shall not say that they were taken by way of trespass without *animo furandi*." From this it seemed to him to follow that the action could not be maintained, because trespass and felony were two distinct things, for the latter of which the injured party had only his remedy by appeal; if it was a felony it was not a mere trespass, and therefore not a matter for action. What the learned judge would have said if the remedy by appeal had not existed, we can only conjecture.

None of these early cases, therefore, really decide anything; nor do any of the late cases as yet mentioned (except the overruled case of *Gimson* v. *Woodfall*) *decide* anything in favour of the supposed rule, except so far as the necessity for finding an exception decides upon the existence of a rule. But *Lut'erell* v. *Reynell*, 1 Mod. 282 (which is quite misrepresented by the head-note), really decided a great deal; for there the objection was taken on behalf of the defendants that the plaintiff's evidence, if true, proved a felony by them; the evidence was excepted to on that ground, and a new trial was afterwards moved for and refused. "The Lord Chief Baron declared, and it was agreed, that it should not lie in the mouth of the party to say he himself was a thief, and therefore not guilty of the trespass; but perhaps if it had appeared upon the declaration, the defendant ought to have been discharged of the trespass," as to which, apparently the reporter adds, "*sed quære*, what the law would be, if it appeared upon the pleading, or were found by special verdict." From this case, then, it is clear that the defendant can neither himself plead the felony, nor object that the evidence shows it. But the Chief Baron seems to think that if it appeared on the declaration, either it would make the declaration bad, or the Court would stay the action; and the reporter queries what the effect would be of a special verdict.

In *Wellock* v. *Constantine* (32 L. J. Ex. 255), however, the plaintiff sued for an assault, which, both by the form of the declaration and by the evidence at the trial, was a rape, Willes, J., compelled the plaintiff to accept a nonsuit by threatening otherwise to enter a verdict for the defendant, and the Court of Exchequer upheld the nonsuit. But when the case is considered it is certainly not a very weighty authority. Martin, B., dissented, and Channell, B., excused himself from taking part in the judgment on the ground that he had not heard the whole of the argument. It was, therefore, the judgment only of Pollock, C.B., and Bramwell, B., and it is remarkable that in the course of the argument the latter learned judge appeared to lean strongly against the decision ultimately pronounced, and made use of almost the very words employed by Cockburn, C.J., in the present case. "I do not," he said, "understand what is meant by a judge not allowing cases to be heard. He is a commissioner to try the issues on the records before him. Is he to say that there is evidence if the defendant had been tried for the felony, and that there is no evidence if he has not been tried?" And Pollock, C.B., said, "Perhaps the more correct course is to strike the name out of the list, or to discharge the jury." The judgment was, after time taken to consider, delivered by Pollock, C.B., in a very few words, very bare of reasoning, and, upon the whole, the decision is little more than that of the late Chief Baron, who seems from the outset to have taken a strong view of the case. Now it is to be observed that it was there the action of the Court itself, taking cognizance of the matter as one affecting the administration of justice; the mode of doing so, however, appears to have been highly irregular and arbitrary, to have been contrary to the course taken in *Lutterell* v. *Reynell*, and to have resembled that followed by Best, C.J., in *Gimson* v. *Woodfall*. If the declaration was bad it ought to have been demurred to or judgment should have been arrested; if by reason of its appearing in the declaration the defendant should have been "discharged" (to use the expression of the Chief Baron in *Lutterell* v. *Reynell*), this should have been by summary application to the Court.

In the present case Lush, J., adopted the contrary course to that taken by Willes, J., in *Wellock* v. *Constantine*, and though pressed by the defendant to nonsuit or to direct a verdict for the defendant, he declined to withdraw the matter from the jury. The Court upheld the ruling of the learned judge; they held that the course pressed on them by the defendant was not a proper one, and that the only mode (if any) in which the Court could interfere would be by an exercise of their summary jurisdiction before trial on the application of the Attorney-General. It is true the declaration did not, as in *Wellock* v. *Constantine*, disclose a felony, but this can make no difference in the conduct of the trial; it would only give an opportunity for making an early application to the summary jurisdiction of the Court.

What would be the effect of taking a special verdict finding the felony (as suggested by the reporter in 1 Mod. 283) remains still to be decided, if that course should ever be adopted. It does not seem clear how it would alter the case as between the parties; for the verdict must find enough to satisfy the issues between them, and the legal effect of this finding could not be changed by the additional fact of felony. If the verdict in effect found for the plaintiff, how could the defendant oppose him successfully in entering judgment accordingly? It might perhaps be thought, however, that, on the application of the Attorney-General, the Court would, even at that late stage, refuse to allow judgment to be entered until the defendant was prosecuted; and this would be consistent with the spirit and purpose of the supposed rule, and would have all the effect which it was designed to produce.

At any rate, it may be said that of this famous doctrine that the felony, as was formerly thought, merges, as was more recently said, suspends the civil remedy, no more remains than this: that if it appears on the face of the declaration that the plaintiff is suing for an unprosecuted felony, it is perhaps ground for a demurrer or motion in arrest of judgment; and that, whether it appears in the declaration or on the evidence, it may be competent to the Attorney-General to obtain from the Court an order to stay the action or the judgment until the felony is tried.

It was indeed further suggested by Blackburn, J., that it might perhaps be competent to the defendant to apply for relief when he was being harassed by double proceedings, both civil and criminal; but this plainly proceeds upon a totally distinct ground, and would be independent of the question whether any felony had been really committed or no.

JUDICIAL STATISTICS.

No. I. Bankruptcy.

The report of the Controller in Bankruptcy for the year 1871 being now before the public, we place its results at once before our readers, instead of postponing it until the later period when the remainder of the "Judicial Statistics" of 1871 will be, in due course, presentable.

The report, which is made pursuant to section 115 of the Bankruptcy Act, gives some important and interesting details touching the working of the Act during the second year of its existence.

The number of debtor summonses issued in 1871 was 2,985, and there were 411 declarations of inability, and 1,685 petitions for adjudications filed. The number of adjudications was 1,238, of which 415 were on debtor summons, 274 on declaration of inability, 185 on the

failure of proceedings on petitions for liquidation by arrangement, and 364 on other acts of bankruptcy.

There were 6,290 petitions filed for liquidation by arrangement, and 2,872 resolutions registered for liquidation, so that in only half the cases in which a debtor wished his affairs to be liquidated by arrangement did his creditors accede to the wish.

In 2,170 cases resolutions accepting a composition were filed, so out of the 4,280 insolvent debtors whose affairs came under the operation of the Act in 1871 only about one-fourth were adjudicated bankrupt.

When we come to the summary of assets and liabilities we find—in bankruptcies, assets £554,770, liabilities, £3,974,767; in liquidations, assets, £2,454,310, liabilities, £6,549,892; and in compositions, assets, £1,198,707, liabilities, £3,634,200. Thus it will be observed that where the assets are favourable liquidation by arrangement is resorted to, but where they are unfavourable, then a composition is accepted, or proceedings are taken in Bankruptcy.

There were fifty-five applications for discharge in 1871, of which one was withheld, forty-nine granted in pursuance of a special resolution of creditors, and only five on the ground that the bankrupt's estate had paid, or but for the misfeasance of the trustee might have paid, ten shillings in the pound. It will be noticed that in this respect the Bankruptcy Act, 1869, has not fulfilled the anticipations of its framers. It was framed to promote the payment of dividends of not less than ten shillings in the pound, and with this view it provided that a bankrupt shall not be entitled to his discharge unless his estate pays, or but for the fraud or negligence of the trustee might have paid, a dividend of ten shillings in the pound; or unless his creditors pass a special resolution that the failure to pay ten shillings in the pound arose from circumstances for which the bankrupt cannot justly be held responsible. There is also a provision that if during the three years next after the close of the bankruptcy the bankrupt makes up the amount received by his creditors to ten shillings in the pound, he shall then be entitled to his discharge. The creditors, from the evidence of this report, do not seem to care much for the chance of getting ten shillings in the pound made up to them, for in forty-nine out of the fifty cases in which they did not receive a dividend of that amount they passed the special resolution necessary to entitle the bankrupt to his discharge. So that, although not ten per cent. of the discharged bankrupts in 1871 had paid ten shillings in the pound, this circumstance was in part due to the creditors giving up voluntarily one of the chances of getting that amount provided by the Act. What were the rates of the dividends received in liquidations by arrangement during 1871 is not stated in the report, but we gather therefrom these statistics as to bankruptcies and compositions. Of the 232 bankrupt estates closed 93 were closed without dividends: in the remaining 139, and in the 2,170 resolutions filed for accepting the composition, the following were the rates of the dividends:—

	Bankruptcy.	Composition.
Not exceeding 1s.	25	186
Exceeding 1s. and not exceeding 2s. 6d.	35	464
„ 2s. 6d. „ 5s. 0d.	37	702
„ 5s. 0d. „ 7s. 6d.	11	323
„ 7s. 6d. „ 10s. 0d.	19	313
„ 10s. 0d. „ 15s. 0d.	6	116
„ 15s. 0d. „ 20s. 0d.	3	11
At 20s.	3	55

The appellate business is thus stated by the report. During the year 1871 there were 72 appeals to the Lords Justices, and 99 to the Chief Judge. Of those to the Lords Justices, 14 were withdrawn, and 9 not disposed of. In the other 49 there were 27 judgments affirmed, 19 reversed, and 3 varied. Of those to the Chief Judge, 13 were withdrawn, 2 remitted, and 10 not disposed of. In the other 74 there were 44 judgments affirmed, 25 reversed, and 5 varied. That there were so few arrears at the end of the year is a matter for congratulation.

Upon the all-important and much discussed question of the costs of bankruptcy proceedings under the Act the report throws considerable light, although it throws very little light upon the costs of liquidation by arrangement, and none upon those of composition. With regard to proceedings in bankruptcy, there were 232 estates closed during the year 1871, of which no less than 93 were closed without the payment of any dividend. Out of these 93 there were 21 without any receipts or payments at all. In the other 72, which averaged £88, the preferential creditors received 15⅛ of the gross assets, 4⅓ represents the percentage absorbed by "extraordinary outlay," and 1¼ that absorbed by "bankrupts' allowance;" the remaining 82½ represents the working expenses, including 51⅛ as the law costs and court fees, and 13¾ as the trustees' remuneration. The 139 estates closed after payment of dividends are divided by the report into those under £1,000, of which there were 115, averaging £270; and those over £1,000, of which there were 24, averaging £2,098. In those under £1,000, after paying the preferential creditors and the outgoings, there remained 49¾ per cent. of the assets available to pay the dividends. The outgoings were: "extraordinary outlay," 3 per cent.; "bankrupts' allowance," 1½; and working expenses, 33, which included 20½ for law costs and court fees, and 6½ for trustees' remuneration. In the estates over £1,000 the outgoings were: "extraordinary outlay," 2¾ per cent.; "bankrupts' allowance," 1½; and working expenses 11¼, including law costs and court fees, 5; and trustees' remuneration. 4. After paying 7½ to the preferential creditors, there remained 77⅜ per cent. of the gross assets available for dividend. Thus, it will be observed that the creditors, preferential and ordinary, received 84½ per cent. of the gross assets. On the smaller estates the figures are not quite so favourable, but the reasons are obvious—there are various expenses which have alike to be incurred, whether the estate is large or small; again, the expense of collecting a large asset bears nothing like so great a proportion to the amount as the expense of collecting a small asset.

As to the costs of liquidation by arrangement the only light thrown thereon is by the summary of bills taxed for the year 1871. There were 1,732 solicitors' bills in bankruptcy, and the gross amount when taxed was £58,141 6s. 2d. There were 2,219 solicitors' bills in liquidation, and the gross amount when taxed was £65,297 16s. 6d., so that the bills in bankruptcy average over £33, while the bills in liquidation average only £24 So, too, there were 383 auctioneers', receivers', and managers' bills taxed in bankruptcy and 601 in liquidation. The gross amount when taxed of the former was £7,345 11s. 11d. that of the latter £9,935 8s. 4d., so that the former average over £19, while the latter only average over £17. Again, there were 185 trustees' bills taxed in bankruptcy, and 154 in liquidation; the gross amount of the former when taxed was £11,109 5s. 4d., that of the latter £4.976 11s. 8d., so that the former average over £60, while the latter average only over £33. Lastly, there were thirty-one accountants' bills taxed in bankruptcy, and eighty-nine in liquidation; the gross amount, when taxed, of the former was £859 9s. 9d., that of the latter £1,304 15s. 7d., so that the former averaged over £27, while the latter only averaged over £14. In all cases, therefore, the average is much lower in liquidation than in bankruptcy.

Lady Byles, wife of Mr. Justice Byles, died at Kensington, after a long and suffering illness, on the 15th July, in the 57th year of her age. Her ladyship was the second daughter of J. Webb, Esq., of Royston, Herts, and was married to Sir John Barnard Byles (as his second wife) in 1836, twenty-two years before his elevation to the Bench.

RECENT DECISIONS.

EQUITY.

TRADE MARKS.

Forde v. *Foster*, L.JJ., 20 W. R. 818.

This case decides an important question with reference to the law of trade-marks—viz., how far is a plaintiff, who complains that his trade-mark has been improperly used, precluded from obtaining relief in a court of equity from the circumstance that he has himself been guilty of misrepresentation? The plaintiff had invented a shirt of a peculiar shape, which he sold under the name of "Ford's Eureka Shirt," stamping these words on the shirts, and his bill was filed to restrain the defendants from applying the word "Eureka" to shirts. One of the defences was that the plaintiff in some advertisements which he had issued, and in the invoices which he sent to his customers, had described himself as "patentee," the fact being that he had no patent for the shirt. On this, among other grounds, Vice-Chancellor Bacon dismissed the bill. The Lords Justices, however, held that as there was no misrepresentation in the trade-mark itself, and as there was nothing fraudulent in the plaintiff's trade, the fact that he had been guilty of a purely collateral misrepresentation did not disentitle him to relief, and they held that he was on other grounds entitled to an injunction. This point appears not to have been directly decided before. There is an old maxim that a plaintiff must come into equity with clean hands, but that must, of course, be limited in some way with reference to the matter in issue in the suit. There are several well-known cases in which misrepresentation by the plaintiff has been used as a defence in suits relating to trade-marks. In *Pidding* v. *How* (8 Sim. 477), the plaintiff sold a mixed tea under the name of "Howqua's mixture," and he sought to restrain the defendant from selling tea under that name. The defence was that the plaintiff had untruly stated in his labels and advertisements that his mixture was made by Howqua in Canton and was purchased from Howqua by the plaintiff, and imported into England in the packages in which it was sold, whereas the fact was the plaintiff bought his teas in England and mixed them himself there. Vice-Chancellor Shadwell held that there had been so much misrepresentation by the plaintiff that a court of equity ought not to interfere to protect him until he had established his title in an action at law. So also in *Perry* v. *Truefitt* (6 Beav. 66), the plaintiff, who was a hairdresser, sought to restrain the defendant, a rival hairdresser, from selling a composition for the hair under the name of "Medicated Mexican Balm," a name which the plaintiff had applied to a composition which he sold. The plaintiff's composition was invented by a Mr. Leathart, who had sold the recipe for making it to the plaintiff, and he, in his show cards, had stated that the Medicated Mexican Balm was a "highly concentrated extract from vegetable balsamic productions of that interesting but little known country, Mexico," and, further, that "this admirable composition is made from an original recipe of the learned J. F. Von Blumenbach, and recently presented to the proprietor by a very near relation of that illustrious physiologist." There Lord Langdale said that he agreed with what the Vice-Chancellor had said in *Pidding* v. *How*, and that he thought this not a favourable case for a person to come in the first instance and claim the assistance of a court of equity in aid of a legal right. The case, therefore, was ordered to stand over, with liberty to the plaintiff to bring an action. In *Flavel* v. *Harrison* (10 Hare 467), the plaintiff sold a kitchen range under the name of "Flavel's Patent Kitchener," though no patent for his invention had ever been obtained. Vice-Chancellor Wood said "The plaintiff comes with a description for which there never was any foundation, which is, in fact, a direct misrepresentation, and he asks this Court to protect him in continuing to use it. On this ground I think I ought to retain the bill, as in *Perry* v. *Truefitt*; for, although I think it is not a case in which the Court should interfere by injunction in the first instance, I cannot say that a court of law might not consider the plaintiff entitled to a remedy for the wrong done by the defendant in the use of his name; and if he should prove to have a legal right, he would then be entitled to the aid of this Court to enforce it." In the case of the *Leather Cloth Company* v. *The American Leather Cloth Company* (13 W. R. 873, 11 H. L. C. 523). Vice-Chancellor Wood (11 W. R. 931, 1 H. & M. 271) had granted the plaintiffs an injunction, but this decision had been reversed by Lord Chancellor Westbury (12 W. R. 289) on the ground that the mark which the plaintiffs stamped upon their goods contained several misrepresentations, and his Lordship said, "Where any symbol or label claimed as a trade-mark is so constructed or worded as to make or contain a distinct assertion which is false, I think no property can be claimed in it, or, in other words, the right to the exclusive use of it cannot be maintained." This decision was affirmed by the House of Lords, partly on this ground, though mainly no doubt upon the ground that there had been no infringment by the defendants. Lord Kingsdown, in the course of his judgment, said, "If a trade-mark represents an article as protected by a patent, when in fact it is not so protected, it seems to me that such a statement *primâ facie* amounts to a misrepresentation of an important fact, which would disentitle the owner of a trade-mark to relief in a court of equity against any one who pirated it." In this case and in *Flavel* v. *Harrison* the misrepresentations were contained in the trade-mark itself; while in *Pidding* v. *How* and *Perry* v. *Truefitt* the misrepresentations were not in the trade-mark, but in some species of collateral advertisement. In this respect the latter case resembled *Ford* v. *Foster*, but in neither of them did the Court of Equity come to a final conclusion, since it only declined to grant an injunction until the plaintiff had established his right at law, implying, however, as the Lords Justices observed, that if he did succeed in an action at law, he would then be entitled to the ancillary remedy of an injunction. All these older cases were before the passing of Sir John Rolt's Act, and since that Act the duty has been cast on the Court of Chancery of determining the legal right itself. In *Ford* v. *Foster* Lord Justice Mellish expressed himself as entertaining a pretty clear opinion (though there appeared to be no authority on the point) that if the trade-mark itself contained misrepresentations, or if the trade itself was a fraudulent one, this would be a good defence to an action at law. But he entertained no doubt that a merely collateral misrepresentation would be no defence to an action at law. This being so, the conclusion naturally followed that the plaintiff, who had a legal title, had also a right to the assistance of a court of equity, it being evident that a court of equity would never have interfered to prevent the plaintiff from bringing his action at the instance of a defendant who was *in pari delicto*. Though, however, the Lords Justices did not consider the misrepresentation a defence to the suit, they expressed an opinion that it was very improper; and for this, among other reasons, they limited the account of profits to the period since the date of the filing of the bill.

CHARGES ON PROCEEDS OF ARMY COMMISSION—NOTICE.

Calisher v. *Forbes*, L. JJ., 20 W. R. 160.

It is probable that in spite of the "abolition of purchase" by 34 & 35 Vict. c. 86, cases of this class will arise for many years to come, while purchased commissions remain in existence. Cases on this subject-matter are noteworthy also from their bearing on general questions of notice and priority as between incumbrancers on

choses in action. Successive incumbrancers on a *chose in action*, none of whom had notice of any previous advance, will take priorities according to the respective dates of their notices to the trustee, stakeholder, or other party in charge of the fund encumbered. Where an officer becomes entitled to a sum of money from the sale (or since the new Act by his retirement from a commission), his army agents become trustees of the money for him or any incumbrancers who may give them notice; and in *Yates* v. *Cox* (17 W. R. 20) the Master of the Rolls held that notice to the army agents, to be effective, must be given after they have become trustees, and not before; while in *Earl Suffolk* v. *Cox* (15 W. R. 732) his Lordship held that they are to be considered as having become trustees at the time when the sale was gazetted. The precise time, however—at any rate in such transactions as are now possible *in futuro*—may, since the present case, be taken to be the time at which the money was lodged to the officer's credit with his agents. In the present case, notice left at their office after business hours was treated as notice dating the following morning, and, as in *Yates* v. *Cox*, a number of incumbrancers who all gave notice on the same morning were, the notices being taken as of the same date, ranked according to the dates of their charges.

The incumbrancer who thus became first on the list was one who had taken a charge to include further advances, and who thus, on the principle of *Rolt* v. *Hopkinson* (9 W. R. 900, 9 H. L. 514), had priority as to all advances which he had made without notice of subsequent advances by other persons. But he was not allowed to bring in on that footing bills which he had bought up from third parties.

Foreclosure Suit—Judgment Creditors.

Earl of Cork v. *Sir W. Russell*, V.C.M., 20 W. R. 164.

We have more than once gone through, *apropos* of recent cases, the hopeless jumble presented by the Judgment Acts, and shall therefore in this instance content ourselves with giving references to our previous remarks—viz, 13 S. J. 811, 14 S. J. 172, 15 S. J. 381. The case before us turns on the question, upon which Vice-Chancellor Malins is in direct conflict with the Master of the Rolls, whether a judgment creditor who has not gone the length of getting a return from the sheriff is a necessary party to a foreclosure suit. The Master of the Rolls, in *Mildred* v. *Austin* (17 W. R. 638), treated such judgment creditors as necessary parties, while Vice-Chancellor Malins, in *Re Bailey's Trusts* (17 W. R. 393) gave a distinct opinion that they are not necessary parties. Vice-Chancellor Malins in the present case adheres to his own view.

COMMON LAW.

Practice—Interrogatories—Inspection.

Richards v. *Gellatly*, C. P. 20 W. R. 630, L. R. 7 C. P.; *Phillips* v. *Rowth*, C. P. 20 W. R. 630.

In the first of these cases the plaintiff, who sued the defendants (who were ship agents) for misrepresenting the condition of a ship, and thereby inducing the plaintiff to take his passage on board her, and also for a warranty as to her condition, claimed to inspect a number of letters which had been written to the defendants by other passengers by the same vessel, and which, as was suggested, contained complaints by the writers of those defects in the ship in respect of which the plaintiff sued; the application also included a letter from the captain to the defendants, and another from the owners to the defendants, both apparently written after the action. As to the latter they were held to be protected by the principle of *Woolley* v. *North London Railway Company* (17 W. R. 797, L. R. 1 C. P. 602), and *Cossey* v. *London, Brighton, and South Coast Railway* (L. R. 5 C. P. 146); they might be very material to the plaintiff's case, but they were documents obtained (apparently) by the defendants for the purposes of their defence after action brought. The other documents stood on an altogether different footing; here inspection was refused because they were irrevelant to the plaintiff's case; he could not have proved his case by means of them, in fact he could not have put them in evidence at all. The application was looked upon as a fishing one, and rather designed to provide the plaintiff with something to prove than to help him to prove a case which he himself knew. It is conceivable, however, that the plaintiff had reason to think that other persons had made the same complaints as he did, but was ignorant of the names of those persons, and could only discover them through the defendants. Would he not be entitled to so much information from the defendants as would furnish him with the names of those persons? Would this have been a fishing application? Whether the plaintiff had obtained or attempted to obtain the information did not appear; but it strikes us it would not be unreasonable to give him this assistance.

In the other case (*Phillips* v. *Rowth*) a question of more difficulty presented itself, and was dealt with by the Court in a manner far from satisfactory. The plaintiff charged the defendant, who had been employed as broker to purchase goods for him, with having procured the goods from a firm in New York in which he was himself partner, and with thus having in fact sold the goods to the plaintiff at a profit instead of buying them for the plaintiff as broker. In answer to interrogatories, the defendant, "to the best of his knowledge and belief" denied that either he or his firm had supplied the goods. A commission was issued to New York, before which the defendant's partner refused to produce the books of the firm. The plaintiff, thereupon, further interrogated the defendant, who replied that he had since the action commenced had communications by letter with his partner, and that all he knew upon the matter was derived from this correspondence. The plaintiff applied to compel a further answer, but the Court, upholding the decision of Willes, J., refused to make the order. It might rather have been expected that the application would have been for inspection of these letters, but in fact the case was argued and decided on the same footing as if it had been such an application, so that the precise form of the application is immaterial. These questions are often extremely fine, and the application of the governing principles very difficult, and in the present case the point was a very arguable one; but what is singular in the case is, that it was decided upon the authority of a case that has no bearing on the question. In *Chartered Bank of India* v. *Rich* (11 W. R. 820) the plaintiffs had discharged the defendant from their service and commenced an action against him for breach of duty whilst in their employment; he sought to obtain discovery of certain communications which had passed between them and their agents with respect to these alleged breaches of duty, and this application was refused. It is impossible to read the case without seeing that it turned wholly on the question whether the defendant was seeking discovery of his own case or of the case of the plaintiffs, and it was because the discovery sought related to the latter and not the former that the application was refused. Yet it was on the authority of this case that the plaintiff was here refused discovery as to what was essentially his own case. Considering the peculiar circumstances of the case, and that it was only by means of this discovery that the plaintiff could possibly obtain information of what, if made out, was a fraud upon him by the defendant acting through his partners, it might well be thought that the application rather came within the cases cited for the plaintiff, and *Colman* v. *Truman* (3 H. & N. 871), which seems not to have been cited, than within *Woolley* v. *North London Railway Company*, which was cited in the course of the argument; but, however this might have been, the decision being based upon *Chartered Bank of India* v. *Rich*, which was really beside the question, it is impossible to attach much weight to its authority. It may be observed that in *Chartered Bank of India* v. *Rich* Blackburn, J., refers

to *Colman* v. *Truman* as a rather extreme case, but the Court of Exchequer, in upholding the order of Erle, J., there, do not seem to have entertained any misgivings as to the propriety of their decision.

The case of *Phillips* v. *Rowth* may be further noticed as an illustration of a practice which is gaining ground. It was for a long time thought that when interrogatories had been once administered, the power to interrogate was exhausted. There is no decision to that effect, and there is nothing in the statute to countenance such a rule, but until recently the rule has been observed. Here, however, a second set of interrogatories was allowed, and this is in conformity with several other recent instances; and the course is convenient, provided a good reason is required to be shown.

Poor Law—Break of Residence.

Reg. v. *St. Ive's Union*, Q.B., 20 W. R. 657.

This case gives an important qualification to what was supposed to be laid down in *Reg.* v. *Glossop* (14 W. R. 329, L. R. 1 Q. B. 227). That case seemed to decide that if a person left a parish in which he had acquired a status of irremovability without retaining some residence to which he had a right to return, there was such a break or discontinuance of the residence as to deprive him of the benefit of irremovability. That case was certainly qualified to some extent by *Reg.* v. *St. Leonard's, Shoreditch* (14 W. R. 55, L. R. 1 Q. B. 21), where sleeping on a doorstep at night, after having given up the only place of residence which the pauper had had, was held a continuance of the residence within the parish. But the present case more directly qualifies it, but laying down that to go entirely away without leaving any place of residence to return to, is not a break of residence, if the absence was intended to be merely temporary, as, in this case, a visit to the friends of the pauper. Nor was it even held to alter the case that the pauper would have been willing to accept work, if she could have found it in the course of her visit without the parish.

REVIEWS.

A Treatise on the Law relating to the property of Married Women; being the "Daris' Prize Essay, 1871," of the Articled Clerks' Society. By Nicholas Hanhart, LL.B. London: Stevens & Sons. 1872.

The law relating to the property of married women, with the modifications recently made by the Married Women's Property Act, 1870, are very well summarised in this prize essay; and Mr. Hanhart deserves much credit for the able and intelligent manner in which he has presented a full view of the subject, at the same time resisting the temptations to be led aside into details which would have been out of proportion with the scope of an essay. We recommend the essay to the perusal of law students, both as a good specimen of what such an essay should be and as an excellent summary of the subject treated.

An Inaugural Lecture, delivered in the Hall of the Incorporated Law Society on the 3rd November, 1871, on the Rise and Progress of the Extraordinary or Equitable Jurisdiction of the Court of Chancery. By Andrew Thomson, B.A., LL.D., Barrister-at-Law. London: Edward Cox. 1872.

This was the first of a series of lectures delivered by Mr. Thomson, as Equity Lecturer to the Incorporated Law Society, during the session which is now drawing to a close. The same ground has, of course, been often gone over, but we can commend Mr. Thomson's lecture to the perusal of our readers, especially as he has made it not only historically instructive but very pleasantly readable.

The stipendiary magistracy of Merthyr Tydvil and Aberdare, in Glamorgansbire, is vacant by the transfer of Mr. J. C. Fowler to the stipendary magistracy of the Swansea district. Mr. H. C. Greenwood, Barrister-at-law, is spoken of as likely to succeed Mr. Fowler.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord Cairns.)

April 24.—*Re the Family Endowment Life Assurance and Annuity Society. Hawtrey's case.*

Life assurance company—Amalgamation of companies—Winding up—Endowment contract—Novation of contract—Indorsement on contract.

An endowment contract-holder having paid all his premiums, his company afterwards amalgamated with another company, and thereupon he had the contract indorsed by the new company with an engagement that the effects of the new company should be liable for the sum assured; on the winding up of both companies he was

Held to have no claim against the company that granted the contract, but entitled to claim only against the new company.

This was a claim by the Rev. Mr. Hawtrey against the Family Endowment Society in respect of an endowment contract dated the 2nd March, 1843, by which in consideration of the payment by him to the society of the annual sum of £15 14s. 10d. up to and including the year 1857, the society contracted to pay the sum of £100 to each of his children thereafter to be born, who should attain the age of fourteen years.

All the premiums were duly paid by Mr. Hawtrey. Afterwards, in 1861, the Family Endowment Society became amalgamated with the Albert Company, on which occasion an indorsement was placed on the contract by the Albert, as is set forth in the judgment. In 1869 the Albert Company and the Family Endowment Society were ordered to be wound up.

Mr. Hawtrey appeared for himself, and Mr. Rodwell for the Family Endowment Society.

Lord Cairns:—I do not think I need trouble you, Mr. Rodwell.

I feel very much for a gentleman who has expended a considerable sum of good money, as Mr. Hawtrey has, and who has got very little in return for it, I am afraid. At the same time I think the documents in this case are too strong for him to get over.

When the Albert Company took the business of the Family Endowment Society, the Family Endowment issued a circular, which has been before me on several occasions, (*vide Kennedy's case*, 15 S. J. 729) and is admitted in this case to have been received by Mr. Hawtrey. It stated in the first place that the directors of the Family Endowment informed Mr. Hawtrey that a special general meeting had been duly convened in accordance with the deed of settlement, at which it had been resolved to dissolve the society and combine the business with that of the Albert, and the affairs of the two would thenceforward be carried on under a certain title, and a prospectus is enclosed. Then it states the reasons in general terms which had led the Family Endowment to take these steps. Then it proceeds to point out the advantages which they had, in their judgment, secured for the policy and contract holders of the Family Endowment. The first was that the Albert had agreed, on payment to them of the premiums payable under the policies or contracts of the Family Endowment, to undertake the liabilities and engagements of those contracts. In Mr Hawtrey's case there was no premium payable at this time, and therefore it would be a simple engagement to undertake that liability. The second is that the future security of the policyholders, will be that of a highly respectable and powerful company, whose position, income, and progress are such as to render it proof against the fluctuations that might seriously affect a less important institution. Then it gives an account of the assets and premiums of the Company, spoken of in these terms—I may pass over the other advantages which are said to result from the arrangement, and then the letter goes on:—"In conclusion I may add that it will not be necessary in any way to disturb the existing policies and contracts of the Family Endowment

* Reported by Richard Marrack, Esq., Barister-at-Law.

Society, but should any policy or contract-holder particularly desire it, an indorsement of the admission of the liability of the Albert Medical and Family Endowment Life Assurance Company can be put upon the policy or a new policy issued in exchange upon the terms and conditions of the old policy." Then there is a postscript addressed more especially to Mr. Hawtrey, or at least to those who held endowments as he did. "As an annuity contract-holder of the Family Endowment Society I have to call your attention to advantages you derive under the paragraphs on the preceding page commencing 1st, 2nd, and 3rd. I have also to call your attention to the concluding paragraph, and to inform you that annuities payable under contracts issued by the Family Endowment Society will henceforth be payable, and paid by the Albert Medical and Family Endowment Life Assurance Company at, until further notice, this office, 42, New Bridge-street, as hitherto."

Now that circular was addressed to and received by Mr. Hawtrey. Mr. Hawtrey was not a policyholder or the holder of a contract upon which any premiums were any longer payable. He was at this time in the position of a person who had paid the price for the endowment which he expected to receive. He had fully paid the price; he was in the position, therefore, in which an annuity creditor places himself by paying the price in the first instance, and merely contracting to receive his annuity.

If the case rested there, if Mr. Hawtrey had done nothing more, his right against the Family Endowment would clearly have continued. No statement made to him in this letter would in the slightest degree have prejudiced that right; and the question which has arisen in many cases with respect to the effect of paying premiums to the Albert would not have arisen in this case, because he would have had no more to pay. Bnt what Mr. Hawtrey has said in this agreed case, and in his statement to-day he confirms it, as to what took place is this; he says—"He inferred from the said circular that the Family Endowment Society had placed him under the necessity of relying for payment of his claim upon the Albert Company; and being in London at the end of the year 1861, he called at the office of the Albert Company, and inquired whether he was not to have some voucher from them that they would pay him his claims when they became due." Now I cannot attach any meaning to these words but this, that by reading the former letter, it had come to be the impression on Mr. Hawtrey's mind that the persons upon whom for the future he was called upon—I will not put it higher than that—to rely for payment of his annuity were the Albert, and that being called upon or invited to rely upon them for that payment, he goes to the Albert Office, and asks them whether he is not to have a voucher from them that they would pay him his claims when they became due. That I understand to mean a voucher binding the Albert Company to pay those claims. It was replied that they could put an indorsement on his contract, and he was asked if he wished it, to which he answered that he did; but he made no inquiry and received no information as to what the purport of the endorsement would be, and accordingly he forwarded the contract to the secretary for the purpose of having the endorsement made. The original policy is not under seal; it is signed by three directors, and the endorsement is also not under seal, but signed by three directors of the Albert. "It is hereby certified that subject to the within-named Montague Hawtrey abiding by and observing and performing the conditions contained in the within contract on the part of the said Montague Hawtrey, the capital, stock, and funds of the Albert Medical and Family Endowment Life Assurance Company shall, according and subject to the provisions of the deed of settlement of the same company, be liable to pay the sum assured by the within contract whenever the same shall become payable under and by virtue of the conditions of such contract."

Now the observation is a just one (as far as I at this moment see), that there were no conditions to be actively performed by Mr. Hawtrey in the contract. But that would not interfere with the effect of the indorsement in other respects. It is a contract which subjects the funds of the Albert, which otherwise were not in any way subject to Mr Hawtrey's claim, to the payment of his claim when it became due. There is therefore of course full consideration, as between the parties, for a new contract on this subject. There is the consideration passing to Mr. Hawtrey of receiving as his security the funds of the Albert, which in the result might have been much more valuable than the funds of the Family Endowment. That indorsement was put on it, and I must say I think it is an indorsement which any person who reads it can understand. That is sent back to Mr. Hawtrey, and is accepted by him without any kind of remonstrance on his part, and then subsequently, one of the payments becoming due to Mr. Hawtrey, he writes this letter to the Albert:—"The sum of £100, payable to me by the Albert Medical and Family Endowment Life Assurance Company, on account of my contract, B. 781, with the Family Endowment Society, is now payable, and I should be obliged to you to pay it into the hands of my bankers, Messrs. Hoare, Fleet-street, as I cannot myself attend at the office in London for the purpose of receiving it. As the printed instructions contained in the second half of your letter of the 23rd December do not apply to this case, I suppose there will be nothing more for me to do than to give an order on you for the money to Messrs. Hoare; but I wait for your answer before sending it." That sum was paid, and the receipt given to the directors of the Albert for the money.

Now I must say, though I entirely adhere to the principles upon which I have acted hitherto, and upon which the Court of Chancery has acted before, that in the ordinary case of an annuity creditor who had paid his consideration money and had nothing more to do, there could be no cesser of the liability of the company with which he originally contracted, merely from the circumstance that that company had aliened its business to another company. But here I have the case of a gentleman who, although he has paid all his premiums, is distinctly informed of the dissolution of the old company and the assumption of the business by the new. He is told that the assets of the new company will be liable to his claims, and upon that footing he takes in his contract for indorsement, and the indorsement I have read is put on it. If events had turned out differently from what they have, if the Family Endowment had been a company whose assets were deficient and the Albert had been solvent, the Albert would not have had a word to say by way of defence, on this state of facts, to Mr. Hawtrey's claim against them. There was a complete new contract with the Albert, and that is the contract, which—I regret to say it, because I am afraid it will be a much less valuable one to him—Mr. Hawtrey must abide by.

No order as to costs.

Solicitors, *Markby & Tarry*.

ASSIZE INTELLIGENCE.

MIDLAND CIRCUIT.

(Before BLACKBURN, J., and a Special Jury.)

July 16.—*Holbrook* v. *The Derby Commercial Bank (Limited)*.

Digby Seymour, Q.C., and *Mellor*, for the plaintiff.
Field, Q.C., and *Lawrence*, for the defendants.

The plaintiff is an auctioneer and sheriff's officer, living in Derby, and in the latter end of March last he opened an account at the defendants' bank. On the 4th of April the plaintiff drew a cheque for £162 16s. 6d., payable to the Duke of Devonshire or bearer. This was paid into Messrs. Crompton's bank in Derby, and by them handed to the defendants, who wrote across it "Present to-morrow," and returned it to Messrs. Crompton, at the same time communicating with the plaintiff. The principal question between the parties was as to the terms upon which it had been arranged between the plaintiff and the defendants' manager that the account should be conducted. The plaintiff swore that the agreement was that he was to draw against cash and bills to the full extent and that he was to deposit deeds of the value of £400 as security as an overdraught. The defendants' case was that the plaintiff was to draw against cash, but that bills discounted and placed to his account were not to be drawn against until the deeds to the value of £400 were deposited at the bank, and that the plaintiff said he should not require an overdraught. The plaintiff had not deposited the deeds at the time the cheque was presented. The amount of cash standing to his credit at the time was insufficient to

pay the cheque; but if the discounted bills which were entered as cash in the account of the plaintiff were to be added then there would be a sufficient amount to cover the cheque. Mr. Hutton, the bank manager, deposed that after sending to the plaintiff, he saw him and told him the state of the account, and that, as the deeds had not been deposited, he was under the necessity of returning the cheque. The plaintiff said, "Oh, but the bills have been discounted." Mr. Hutton said, "But you have not deposited the deeds," and the plaintiff raised no further objection. On the next day the plaintiff brought the deeds; but on being examined by the solicitor of the bank they were declared to be defective as securities for £400, and Mr. Hutton, after sending several times to the plaintiff, who could not be found, at length refused the cheque.—In cross-examination Mr. Hutton said that he knew some of the plaintiff's bills were doubtful, but the bank were willing to open an account upon security being given. Before the cheque was refused Mr. Hutton had received information that a bill discounted by the bank for the plaintiff would not be met. The bank continued to pay cheques for small amounts drawn by the plaintiff, even after the refusal of the large cheque in question. The deeds which the plaintiff was to have deposited, and which were stated by the bank's solicitor to be defective, were not produced in court by either party.

BLACKBURN, J, directed the jury that the onus of proving that the securities were good lay on the plaintiff. The substantial question for the jury was whether the arrangement between the parties was such that cheques were not to be drawn against the bills discounted until the deeds were deposited. If that was so, Mr. Hutton had a right to refuse to pay the cheque until the deeds were deposited, and as they were deposited on the day after the presentation of the cheque, it would be important to know if the deeds were of value, and that the plaintiff had failed to prove. But if the plaintiff had a right to draw against the bills before depositing the deed, he would be entitled to a verdict. As to damages, it appeared that the plaintiff had opened an account at another bank, and he only asked for nominal damages and the certificate of the judge. The action was brought to try the question of right to draw against the discounted bills, and not for damages.

The jury immediately found a verdict for the plaintiff—damages, 40s., his Lordship certifying for costs.

COUNTY COURT.

GRAVESEND.

(Before J. J. LONSDALE, Esq., Judge.)

April 23, May 21.—*Hall v. Pepper and Wife.*

Covenant to keep in good repair—reasonable use and wearing—continuing breach—liability of assignee.

Bewley, for the plaintiff.

Udall, for the defendants.

This was an action for breach of covenant by dilapidations, and non-payment of ground rent. The facts are fully stated in the following written judgment:—

Mr. LONSDALE.—The plaintiff in this case is the assignee of a lease for 91 years of certain premises granted by one William Bentley to John Pink, and which lease will expire in the year 1891. The defendant, Eliza Pepper, is the assignee of an underlease of the same premises granted by John Pink to one Joseph Gere, and which underlease expired on the 25th March last. The rent reserved by the underlease was £1 10s. a year, payable half-yearly, on the 29th September and the 25th March; and the same lease contained a covenant to keep in good repair the messuage or tenement thereinbefore covenanted to be erected (and which was afterwards erected) by Joseph Gere, and all other erections and buildings which might thereafter be erected and built on the piece of ground thereby demised, and the same being so well and sufficiently repaired at the term thereby demised to yield up to John Pink or his assigns, together with "all the doors, locks, keys, &c., and all other things fixed, fastened, or belonging to the said messuage, and premises whole, sound, and entire, reasonable use and wearing thereof only excepted." The action is brought to receive four years' rent and damages for leaving the premises out of repair at the end of the term. As to the amount of rent claimed there is no dispute.

As to the non-repair of the premises it was contended by Mr. Udall, on behalf of the defendants, that the exception of "reasonable use and wearing" applied not only to the state of the premises, at the time of their being yielded up at the end of the term, but also to the covenant for keeping them in repair; and that as Mr. Gould, the surveyor who examined the premises, could not say that the dilapidations he observed might not have existed prior to the 9th June, 1868, the date of the assignment of the original lease to the plaintiff, and so that there had been anything more than reasonable use and wearing since, the plaintiff was not entitled to recover.

Now, in the first place I do not think the exception applies to the covenant to repair at all, and as regards the state in which the premises were to be delivered up, I am of opinion that it does not apply to the premises generally, but is confined to the "doors, locks, keys, &c., and other things fixed, fastened, or belonging to the premises." In the second place I do not think it signifies whether the dilapidations existed before or were occasioned after the assignment to the plaintiff of the original lease, because the covenant to keep in repair is a continuing covenant: although such a covenant has been broken, and the premises are left out of repair at the time of the assignment, and come so out of repair to the hands of the assignee, yet, if they remain so afterwards, during the continuance of the term, the covenant is then broken again in the time of the assignee, there being a constant repetition of the breach, so long as the acts to be done remain unperformed. See Addison on Contracts, page 783, and authorities there cited. *Coward* v. *Gregory*, 15 W. R. 170, 36 L. J. C. P. 1, referred to by Mr. Udall, was the case of a covenant to put in repair, which it was held could only be broken once for all.

Being against Mr. Udall upon these two points, it appears to me that judgment ought to be entered for the plaintiff, and the only question remaining for my consideration is for what amount. According to Mr. Mayne in his treatise on the Law of Damages, page 135, where the action is brought upon the covenant to repair, at the end of the term, the damages are such as will put the premises in the state of repair in which the tenant was bound to leave them. It was argued before Mr. Udall upon the authority of *Smith* v. *Peat*, 9 Ex. 161, 2 W. R. C. L. Dig. 154, that the proper measure of damages for non repairs of premises is the amount to which the saleable value of the reversion is injured by the non-repair of the premises; but in that case the defendant held under a lease which had several years to run. Taking Mr. Mayne's to be the proper measure of damages in a case like the present, what is the state of repairs in which the defendants were bound to leave the premises in question? That must depend upon the age and class of the house at the time the covenant was entered into; and a tenant is not liable for what the natural operation of time effects, but he is bound by seasonable applications of labour to keep the house, even as against the operation of time, as nearly as possible in the same condition as when it was demised. In the present case the house was built after the date of the underlease to Gere, and therefore, subject to the operation of time, ought to have been kept and delivered up by the defendant in its original condition. Gould, however, told us that it had been neglected for a great many years, that no repairs had been done for a long time. He estimated the dilapidations at £32 17s., but said it would take a much larger sum to put the premises in perfect repair. He had put the valuation so low on account of the house being an old wooden one. He did not tell us how far, in his opinion, the house being a wooden one, had been deteriorated by the mere operation of time. It would not be safe, therefore, to go beyond his valuation. Judgment must be entered for the plaintiff for £38 17s., being £6 for rent and £32 17s. for dilapidations.

The Court of Common Pleas for the County of Lycoming, Pennsylvania, recently granted an injunction to restrain the Roman Catholic Bishop of Scranton, Pa., from removing one Father Stack from the charge of a Catholic church in the bishop's diocese, the Court holding that the act of removal complained of was not authorised by the laws of the Catholic church, nor was it within the jurisdiction and authority of the bishop, and therefore not being an ecclesiastical question, they could interfere by injunction to prevent such removal. The Supreme Court of Appeal reversed the decree and dissolved the injunction.

APPOINTMENTS.

Mr. JOHN COKE FOWLER, Barrister-at-Law, and stipendiary magistrate of Merthyr Tydvil, has been appointed by the Home Secretary to be stipendiary magistrate of the Swansea district. He is the only surviving son of the late William Tancred Fowler, Esq., by his wife Elizabeth, widow of the Rev. W. Williams, rector of Begelly, and was born in the year 1815. He was educated at Rugby and at Pembroke College, Oxford, where he graduated B.A. (3rd class *in Literis Humanoribus*) in 1837. In January, 1840, he was called to the Bar at the Inner Temple, and became a member of the Midland Circuit, practising also at the Notts, Derbyshire, Lincolnshire, and Birmingham sessions. Mr. Fowler was appointed stipendiary magistrate of Merthyr Tydvil and Aberdare in December, 1852, in succession to Mr. Bruce, the present Home Secretary, who resigned on his election as M.P. for that borough; he was at the same time placed on the commission of the peace for the county of Glamorgan. Mr. Fowler has been twice married: first, in 1840, to Augusta, youngest daughter of John Bacon, Esq., of Bath; secondly, in 1850, to Anna, daughter of the late Evan Thomas, Esq,, of Llwyn Madoc, Brecknockshire.

Mr. LEONARD HENRY COURTNEY, M.A., Barrister-at-Law, has been appointed Professor of Political Economy in University College, London, in the place of Professor Cairnes, resigned. Mr. Courtney is a fellow of St. John's College; Cambridge, where he graduated B.A. in 1855 (second wrangler), and was called to the Bar at Lincoln's Inn in June, 1858; he has since practised at the Equity Bar.

Mr. JOHN JONES, Solicitor, of Swansea, Glamorganshire, has been appointed registrar of the Swansea County Court, is succession to Mr. Lewis Morris, deceased. Mr. Jones was admitted an attorney in 1849, and has been for many years deputy-registrar under the late Mr. Morris, but was recently displaced to make room for Mr. W. H. Morris, a son of the deceased registrar. This caused some manifestation of feeling at the time, and Mr; Falconer, the judge, expressed himself in very plain terms on the subject, it being generally understood that, whenever the registrarship was vacant, it would be given to Mr. Jones, which has now been done.

GENERAL CORRESPONDENCE.

NEWSPAPER REPORTS.

Sir,—It may possibly interest your readers as well as others less learned in the law, to know how trustworthy are the reports of decisions contained in the leading journal of the day.

The following instance occurred in my own practice:—A. by the settlement executed on the marriage of his grandson in 1870, covenanted that his executors should, after his decease, pay a certain sum to the trustees of the settlement to be held on the trusts thereof. A. died in 1871, and in due course the usual claim for succession duty was sent to the trustees of the settlement. Before carrying in the account we received a letter from the lady's solicitors, enclosing the following report of a Scotch case clipped from the *Times* of May 2nd:—

"*The Lord Advocate* v. *Hagart & Others.*

"This was an appeal from a decision of the Second Division of the Court of Session in Scotland in an action brought at the instance of the respondents, who are the trustees and executors of the deceased Mr. Thomas Campbell Hagart, of Bantaskine, in Scotland, with the view of obtaining repayment from the Crown of inventory duty to the amount of £150 in respect of a payment of £10,000 to Colonel James McCaul Hagart, the second son of the deceased.

"The question raised in this appeal (though a short one) was of considerable importance, it being whether provisions for children by ante-nuptial contract of marriage are to be regarded as debts in a question relative to the succession of the deceased and the duties leviable thereon, or in the light of testamentary bequests liable to inventory *or succession* duty. The Court of Session decided that such provisions were to be regarded as debts and were not liable to *inventory* duty.

"Their Lordships, after hearing the arguments, decided against the Crown, being of opinion that on the death of the husband, one of the parties to the ante-nuptial contract of marriage—the provisions contained in the settlement—assumed the form of debts due from the estate on which they were chargeable, and were, therefore, not liable to *succession* duty."

On referring to the July number of the appellate series of the Law Reports, I found that it was in respect of *inventory* duty (tantamount to probate duty in English law) that the repayment was allowed, succession duty not being once mentioned.

It is generally thought, I believe, that the law reports in the *Times* are by barristers; but the occurrence of so obvious and misleading a blunder would lead one to infer that the barrister in question had gone to sleep after luncheon and left the report to his clerk or some newly-arrived pupil to finish, who treated succession duty and inventory duty as convertible terms. E. T. B.

"BARRISTERS' FEES AND BARRISTERS' DUTIES."

Sir,—The profession are much indebted to you for the publication of a correspondence between a Solicitor and one of her Majesty's Counsel upon the question of fees. It is a faithful portraiture of the present scandalous relation betwen two branches of the profession. The matter must not be allowed to rest here. It is now plain that the public are the greatest sufferers, and that we have to bear evils not only induced by us, but even plainly foreseen, sternly protested against, and yet ignominiously thrust upon us. To talk of the respectability or dignity of a Queen's Counsel's practice after the letter of his clerk which you have published is out of the question. No honourable man would threaten a criminal information against a brother professional for simply publishing an exposé of a matter of business. It only shows how keenly the well-merited rebuke was felt.

There is now, I am happy to say, a powerful organisation in the City who are at present successfully supporting another measure before Parliament who intend to take this important question out of the hands of the managers of legal dining-saloons, and to place it before the public in its proper light. The powerful minority Sir Roundell Palmer obtained this session in the House of Commons was some indication of the extent to which public opinion may be educated (I use the term in its derivative sense) upon an abstruse subject in the short space of two years. It needs only a little more of the "unvain repetition of good words" to enlighten every one upon this kindred evil, which is but the result of an imperfect organisation and education of the profession.

If a fee to counsel be an honorarium, let it be so in its integrity—*i. e.*, a thing that should neither be asked for nor expected to be paid. If it be not, let it be sued for like a debt. It is notorious that in bygone times men of wealth and position made advocacy in court a pursuit of pleasure, without any expectation of making a living at it. Now all is changed. Cheap education, or plebeian wealth has turned advocacy into a speculation for riches, and the poor man's cause, and sometimes the rich man's, is without a helper. The advocate not only expects his fee, but applications of a nature that cannot be refused are made for it, and with which non-compliance would be visited by a far heavier penalty than levy upon goods and chattels by the sheriff. We have not the right of open "slang" (I use the word advisedly). They have. In the middle of a peroration to a jury the non-payment is recollected, and lends a sting against "those who have instructed my learned friend." But, sir, there are many other ways besides this of "paying an old"—not debt—honorarium. It is only equal to the morality of compelling payment of the money before the duty is performed, and then not doing it. All I can say is, that in the present state of the law, honoraria stand on as good a footing, if not a better one, than ordinary debts between traders, for they do trust, more than anything else, to each other's honour and position for payment, and to the dishonour entailed by non-payment. To give, therefore, the unperformed duty a reward is to give a premium to dishonesty. The fear of "slang" has hitherto deterred

many members of the branch of the profession from speaking out upon the subject, but now some one has done so, it will be of great public advantage if it be followed up.

A SOLICITOR.

London, July 13, 1872.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 12.—The *Registration of Births and Deaths Bill* passed through committee.

July 15.—The *Parliamentary and Municipal Elections (Ballot) Bill.*—On the order for considering the Commons' consequential amendments and the Commons' reasons for disagreeing to some of the amendments made by the Lords; —the amendments made by the Commons on the 12th were agreed to.

The *Sites for Places of Worship and Schools Bill* passed through committee.

July 16.—The *Church of England Fire Insurance Bill* (providing for the insurance of churches) was withdrawn.

The *Court of Chancery Funds Bill* was read a third time and passed.

July 18.—The *Municipal Corporations (Wards) Bill.*—The Earl of Morley having moved the second reading, the Marquis of Salisbury moved the rejection of the Bill. He said that by the present law the boundaries of the wards of boroughs by which common councillors were elected were arranged by a barrister appointed by the Judge going Circuit. This machinery was set in motion when the consent of two-thirds of the town councillors was obtained. Under such a system the boundaries were constructed in a judicial spirit, and not in furtherance of any political motive or object. The Government said this system did not work, and that a minority of the Town Council and the Privy Council would be better judges in the matter than two-thirds of the town councillors. A minority of the Town Council was to set the Privy Council in motion, and it would have uncontrolled power to alter the boundaries of the wards. If the principle of Government control in the arrangement of ward boundaries were admitted, why should it not be adopted in Poor Law matters and in the affairs of Quarter Sessions? If municipal elections were a mere matter of local interest, why was it that political organisers gave an attention to them but little inferior to that which they bestowed on Parliamentary elections? The fact was that municipal elections had an important bearing on Parliamentary elections. He objected to the bill as rendering ward boundaries liable to manipulation for political party purposes. There was no grievance complained of under the existing system, and their Lordships ought to oppose the bill because it would extend the system of centralisation so as to make it interfere with our local institutions in a manner wholly at variance with the Constitution of this country.—The Marquis of Ripon said that some such measure as this had become necessary owing to the shifting of the inhabitants of boroughs. In a great number of cases it had been found impossible to get over the determination of the majority of the Town Councillors never to allow the boundaries to be re-arranged, though re-arrangement was desired by the majority of the inhabitants of the borough. —Lord Cairns doubted that any number of boroughs desired this bill. Their Lordships all remembered the very great importance attached to the redistribution of the boundaries which followed the last Reform Bill. This was nothing less than a Boundary Bill, and the question their Lordships had to ask themselves was whether such a bill was to be worked by the political party in power.—The bill was thrown out by 77 to 55.

The *Ecclesiastical Dilapidations Act* (1871) *Amendment Bill.*—Lord Egerton, in moving the second reading of this bill, said that under the Ecclesiastical Dilapidations Act of last year clergymen were obliged to put their houses in perfect order to enable them to get a five years' certificate of freedom from dilapidations from the surveyor. In consequence of that many applications were made to the governors of Queen Anne's Bounty, and loans obtained for the purpose of executing the necessary repairs. It would be obviously unfair that the repayments of such loans should be spread over the long period of thirty-one years, because it threw on future incumbents of livings charges which ought to be defrayed by their predecessors. This bill would remove that defect in the Act of last year, and give power to have the period of payment shortened.—The bill was read a second time.

HOUSE OF COMMONS.

July 12.—The *Parliamentary and Municipal Election (Ballot) Bill.*—Consideration of the Lords' reasons for adhering to certain of their amendments.—Mr. Forster stated the course which the Government would take with regard to the remaining points of difference. As to the use of the school-rooms, he could not assent to the proposal that the candidate should make good any loss of fees or Parliamentary grant, but he proposed to meet the difficulty by introducing into the Education Code a provision that the schools should not suffer for any shortcomings in the attendance caused by the room being used for this purpose. As to the declaration to be made by the illiterate voter, he proposed to retain it, providing, however, that it should be made before a registered elector. As to the limitation of the bill to the year 1880, this had its inconveniences, but he would assent to it, and it would give an opportunity not only for remedying any defects which experience might reveal, but also for the opponents of the Ballot to recant their objections. In conclusion, he made some general observations on the bill, pointing out that the concessions the Lords had made were more important than the matters on which they insisted, and he believed this bill would work well, though he should have preferred its original form.—Mr. O. Morgan approved.—Mr. Yorke predicted a speedy reaction against the Ballot.—Sir R. Knightley criticised the manner in which the bill had been managed.—Sir M. Beach believed the amendments in the bill would make the Ballot as unpalatable to its friends as to its enemies. He strongly disapproved of the illiterate voter's declaration being made before a registered elector.—Mr. Newdegate deplored the course taken by the House of Lords.—Sir J. Elphinstone prophesied that the Ballot would foster corruption. Several other members having made general or irrelevant observations, the House considered the amendments.—The arrangement for remunerating school managers for the use of the schoolrooms was agreed to. On the amendment limiting the bill to the year 1880, Mr. Vernon Harcourt protested.—Mr. Percy Wyndham defended the Lords, and the amendment was then agreed to.—On the amendment relating to the declaration to be made by the illiterate voter, Mr. Forster's proposal to alter it so as to permit the declaration to be made in writing before any registered elector in the constituency, was so strongly opposed by Sir M. Beach, Mr. Beresford Hope, Mr. Downing, Mr. Pelt, Mr. Hinde Palmer, and others, but ultimately Mr. Forster withdrew his proposition, and the clause was finally settled so as to require a written declaration before the presiding officer.

The *Bastardy Laws Amendment Bill* went through committee.

July 15.—The *Married Women's Property Act*, 1870.—In reply to Mr. Pim, the Attorney-General said that under this Act if a woman possessed of property and owing money, and marrying without having any settlement effected, transferred her property to her husband, neither her husband nor herself nor the property was liable for her debts, and added that that was not the worst result which might follow from the present state of the law. He could not, however, so late in the session, undertake to introduce a bill dealing with the injustices under the Act.

International Copyright.—In reply to Mr. Macfie, Lord Enfield said a negotiation is now in progress with the German Empire on the subject of copyright. The proposed treaty will be merely a consolidation of the existing conventions with Prussia, and will not in any respect go beyond the present law of this country on international copyright, but it will have the advantage of extending to the whole German Empire. Several bills have been brought before the Congress of the United States for authorising arrangements of international copyright, which have not escaped the attention of her Majesty's Government, but none have been passed, and it cannot, therefore, be said that we are as yet in negotiation with the United States on the subject.

The *Criminal Law Amendment Act* (1871).—Mr. Vernon Harcourt asked the First Lord of the Treasury whether, in consequence of recent convictions under the Criminal Law Amendment Act, 1871, the Government would bring in a bill this session to amend and define the law, or afford facilities for the discussion of a measure having that object. It was notorious that since the passing of that Act there had been more than one conviction under it which was improper and not founded on a just interpretation of the law, and which had produced great discontent to the whole class of persons affected, and great hardship to individuals. Early in the present year the Home Secretary was reported to have stated to a body of his constituents that he would be prepared to support any amendment which tended to remove from the Act the ambiguity of expression which led to conflicting decisions, or to restore the Act to the form it had been promoted by the Government. He was justified in saying that the Act was difficult to interpret, because the last decision under it by a stipendiary magistrate had been admitted by the Home Secretary to be wrong.—Mr. Gladstone was sorry to say that the Government were not prepared to bring in a bill this session for the purpose of amending and defining the Criminal Law Amendment Act, or to set aside other urgent public business in order to allow of a discussion upon the subject of that measure. His hon. and learned friend had alluded to the inconvenience which had arisen from the conflicting decisions given under the Act. That, however, was not the whole of the case. There had been, as he was informed by the Home Secretary, 100 decisions given, and only three or four objections had been raised to those decisions. His hon. and learned friend said that the decisions were not founded on a just interpretation of the law. Of course, how far that assertion was correct would remain to be inquired into whenever the decisions were appealed against. The Government introduced their bill with a clause against "picketing" which was made more stringent by the House of Lords. On the return of the bill to the Commons the Government tried to restore the bill to its original state, but the House overruled the decision of the Government and maintained the Lords' amendment. That showed the division of opinion in Parliament on this question, and, as the Act was only passed in 1871, the Government had not the least hope, if they were to introduce a bill on the subject, that they would, after so limited an experience, be able to induce Parliament to reverse the decision already come to.

The *Tichborne Prosecution*.—In answer to Mr. Eykyn, the Attorney-General said that, although as the organ of the Government it had been necessary that he should take certain formal steps in the matter, he had not the conduct of, and he did not interfere with the prosecution, which was in the hands of Mr. Hawkins. It had become a Home Office prosecution, and, as far as he knew and believed, the Home Secretary and the Solicitor to the Treasury did not intend to desist from the prosecution.

The *Judges' Salaries Bill* was read a second time.

The *Fires Bill* was withdrawn.

The *Grand Juries (Middlesex) Bill* was read a second time.

The *Wild Birds Protection Bill* passed through committee.

The Lords' amendments to the *Infant Life Protection Bill* were considered and agreed to.

July 16.—The *Mines (Coal) Regulation Bill* was read a third time and passed.

The *Church Seats Bill*.—On the order for committee.—Mr. Beresford Hope moved to go into committee. The notion in favour of free seats was growing, and was not confined to any section in the Church. By the old common law the Church was free to all the parishioners, but the churchwardens had the right of assigning seats according to the requirements of the different parishioners. In the dearth of Church building, proprietary chapels grew up, and, as they were commercial ventures, they had to be kept up somehow, and the only way of maintaining them was by levying pew-rents. The Acts of 38 & 39 Geo. 3 were accordingly passed on the subject of those seat rents. These Acts were amended in the reign of William IV., and also by the famous Peel Act, passed 26 or 27 years ago. But some of the details of these Acts required that any person who built a new church should vest it in the Ecclesiastical Commissioners. In order to find a legal freeholder churches had to be vested in the Ecclesiastical Commissioners, but they were precluded by old Acts passed under a different state of society from accepting sites given under the condition that the seats should be free and unappropriated for ever. The bill would remedy this anomaly, and clause 3, which was not necessarily involved in the rest of the measure, would allow churchwardens to put strangers at the commencement of the service into seats which otherwise would be empty.—Mr. Dalrymple opposed the bill as meddlesome, needless, and insidious.—A considerable debate then took place, many members objecting to the third clause; and ultimately the House, by 89 to 46, decided on going into committee.—In committee Mr. Dalrymple carried by 93 to 42 the omission from clause 2 of a provision permitting pew-rents in certain cases, and with the permission of the persons interested.—On clause 3 a lengthy discussion took place, and there appearing to be very great difficulty in agreeing as to what was to be considered as being "late for church," this clause was negatived, and, so amended, the bill passed through committee.

The *Pawnbrokers Bill* passed through committee.

The *Municipal Corporations, &c. (Disposition of Penalties), Bill* was withdrawn.

The *Grand Juries (Middlesex) Bill* passed through committee.

The *Corrupt Practices at Municipal Elections Bill* and the *Metalliferous Mines Regulation Bill* were read the third time and passed.

Law Officers' (England) Fees Bill.—Mr. Glyn (in the absence of the Chancellor of the Exchequer) introduced a bill to make provision respecting certain fees payable to the Law Officers of the Crown for England.

OBITUARY.

MR. R. BAGGALLAY.

The sudden and untimely death of Mr. Richard Baggallay, barrister-at-law, took place on the 12th July, at the early age of twenty-four years. He had been that day at the Eton and Harrow cricket match with Mr. A. Kekewich, of the Chancery Bar, and thence proceeded to Mr. Kekewich's house to supper; whilst at table he suddenly leaned forward and died. He was the eldest son of Sir Richard Baggallay, Q.C., M.P. for Mid-Surrey, who was Solicitor-General in Mr. Disraeli's administration, by his marriage (which took place in 1847) with Marianne, youngest daughter of Henry Charles Lacy, Esq., of Witteleane-hall, Sussex, formerly M.P. for Bodmin. He was educated at Caius College, Cambridge (his father's college), where he graduated B.A., and was called to the Bar at Lincoln's-Inn so recently as the beginning of May last. Mr. Baggallay had been an energetic member of the Cambridge University Volunteers, and at the time of his death was an officer of the Inns of Court (23rd Middlesex), with which corps he attended the Autumn Manœuvres of 1871.

MR. R. WELFORD.

From Queensland intelligence has been received of the murder, early in May last, at his station on the Barcoo River, in that colony, of Mr. Richard Welford, B.A., Barrister-at-Law, who was in his 33rd year. The unfortunate gentleman was the only son of Richard Griffiths Welford, Esq., Judge of the Birmingham County Court, by his marriage (which took place in 1834) with Jane, daughter of William Dibben, Esq., of Dorsetshire. Mr. Welford graduated B.A. at the University of Edinburgh; was called to the Bar at Lincoln's Inn, in June, 1861; practised for a short time at the Chancery Bar.

MR. L. E. W. MORRIS.

Mr. Lewis Edward William Morris, Solicitor, of Carmarthen, and registrar of the Swansea County Court, died at his residence (Mount Pleasant) at the former town on the 30th June last, at the age of seventy-four years. Mr. Morris was by birth a Cardiganshire man, but occupied a prominent position in the borough of Carmarthen. He

was admitted an attorney in 1823, and had thus been in practice of nearly half a century. About the year 1836 he succeeded the late Mr. George Thomas as Town Clerk of Carmarthen, which office he held till 1848, when he resigned, being succeeded by Mr. George Thomas, the present Town Clerk, who was a son of his predecessor. Shortly after his resignation the aldermanic gown was conferred upon him, and in 1854 he served the office of mayor of Carmarthen. For many years he had acted as deputy sheriff of the borough, and at the time of his death he was under-sheriff of Carmarthenshire. He was also registrar of the county court at Swansea, which appointment he obtained in 1847, when the present county courts were established. Mr. Morris was likewise official proctor of the diocese of St. David's. At the Swansea County Court, on the 2nd July, Mr. Smith, solicitor, on behalf of the attorneys practising in the Court, expressed their extreme sense of the loss they had sustained by the death of Mr. Morris, and sympathy with his bereaved family. Mr. Arthur Williams, barrister-at-law, on behalf of the bar, expressed similar sentiments; and Mr. Falconer, the judge, also, in sympathetic terms, alluded to his official connection with the deceased registrar.

MR, J. R. POWELL.

Mr. Jonathan Rogers Powell, Solicitor, of Haverfordwest, a member of the firm of Messrs. Powell, Mathias, & Evans, died suddenly on the 30th June last, at the age of sixty-four years. He was admitted in 1833, and in the following year became a partner with the late Mr. William Evans, they being subsequently joined by Mr. Henry Mathias. On the death of Mr. Evans he became the senior partner, and Mr. James Eaton Evans (son of the late James Evans, Esq., barrister-at-law) joined the firm as junior partner. Mr. Powell was for many years one of the trustees of Sir John Perrott's Charity, and of the Pembrokeshire and Haverfordwest Savings Bank. He was also one of the commissioners of the New Bridge, and vice-president of the Literary and Scientific Institution of the town. At the time of his death he was likewise treasurer of the county of Pembroke, to which office he succeeded on the death of the late Mr. James Summers. Mr. Powell's remains were interred on the 5th July, in the family vault in the new burial-ground of St. Mary's Church.

MR. H. ATKINSON.

Mr. Henry Atkinson, solicitor, of Whitehaven, in Cumberland, died, at his residence in Roper street, in that town, on the 3rd July, having attained the advanced age of eighty-four years. Mr. Atkinson was one of the oldest solicitors on the roll, having been admitted in 1811, after having served his articles with the late Mr. Richard Sherwin, so that his professional career had extended over a period of 61 years. He had been till recently one of the directors of the Whitehaven Joint Stock Bank, the manager and directors of which had on different occasions acknowledged the valued assistance he rendered the bank while serving in that capacity. Mr. Atkinson did not otherwise take much part in the public affairs of the town, but promoted all useful undertakings in an unostentatious way. Since 1838 he had been in partnership with his son, Mr. John Atkinson, and the firm had recently been joined by Mr. Henry Collins, being known under the title of "Atkinson, Son, & Collins."

An American book of "Reminiscences" contains the following anecdote of Judge Burke, of Charleston. For convenience sake the judge kept his gown in a closet in the hall of a house occupied by a maiden lady named Von Rhine, who resided near the court-house. He was in the habit of stepping in on his way to court, seizing his robe and putting it on as he entered the hall of justice. One day, being in great haste, he darted into the closet, seized the first black garment that met his eye, hurried into court and ascended the bench, making vain efforts to adjust it. Presently his arms came through—not flowing sleeves, but two pocket holes, and holding up his hands in amazement he exclaimed with the utmost gravity, while the court was convulsed with laughter, "Before God, I have got on Von Rhine's petticoat."

LAW STUDENTS' JOURNAL.

JULY EXAMINATION

On the SUBJECTS of the LECTURES and CLASSES of the READERS of the INNS of COURT, held at Lincoln's-Inn-Hall, on the 1st, 2nd, and 3rd days of July, 1872.

The Council of Legal Education have awarded the following exhibitions to the under-mentioned students, of the value of thirty guineas each, to endure for two years:—

Constutional Law and Legal History.—George Serrell, Esq., student of Lincoln's Inn.

Jurisprudence, Civil and International Law.—William Duthoit, Esq., student of the Inner Temple.

Equity.—George Serrell, Esq., student of Lincoln's Inn.

The Common Law.—John Gilbert Kotze, Esq., student of the Inner Temple.

The Law of Real Property, &c.—George Serrell, Esq, student of Lincoln's Inn.

The Council of Legal Education have also awarded the following exhibitions of the value of twenty guineas each, to endure for two years, but to merge on the acquisition of a superior exhibition:—

Equity.—Robert Welch Mackreth, Esq., student of Lincoln's Inn.

The Common Law.—Sidney Woolf, Esq., student of the Middle Temple.

The Law of Real Property, &c.—Sidney Woolf, Esq., student of the Middle Temple,

THE TREASURY AND THE COUNTY COURT JUDGES.

The following circular and minute have been forwarded by the Treasury to the County Court Judges:—

"Treasury, Whitehall, June, 1872.

Sir,—I am directed by the Lords Commissioners of Her Majesty's Treasury to forward to you a copy of a minute of their Lordships respecting a revision of the sums allowed to the judges of the County Courts herewith to defray their travelling expenses, together with a calculation of the mode in which it would appear that the different Courts, of which you are the Judge, can be held upon the principle laid down, and the allowances that should be made to you according to the rates allowed to recently appointed judges—viz.: threepence a mile for locomotion by railroad; two shillings a mile by ordinary road, and one shilling a mile in returning the same day by it; eighteenpence for fly hire for going or returning to a railway station, together with an allowance of one guinea a night for each night the Judge is supposed to be obliged to sleep from home.

I am to add that my Lords will be prepared to consider any objections you may have to make as to the correctness of the calculation now submitted to you.

I am, Sir, your obedient servant,

WILLIAM LAW.

To ———, Judge of County Courts."

"Copy of Minute of Treasury Board.

Minute of the Treasury Board of 22nd June, 1872.

My Lords have under their consideration the allowances made to judges of the county courts to defray travelling expenses.

By section 40 of the Act 9 & 10 Vict. c. 95, it is amongst other things provided that it shall be lawful for the commissioners of her Majesty's Treasury to allow in each case such sum as they shall in each case deem reasonable to defray travelling expenses with reference to the size and circumstances of each district.

By minute of 29th May, 1849, the Treasury required the judges to transmit accounts periodically of their expenses in moving from one place to another, and for subsistence while on their circuits; and informed them that the charges allowed would not exceed threepence a mile by railroad and eighteenpence a mile by ordinary road, and fifteen shillings for each day and night they were necessarily away from home, or seven and sixpence when they were enabled to return home at night.

By a further minute of 21st September, 1852, an allowance, based upon an average of the accounts rendered for

the three years, ended the 30th September, 1851, was made to each judge.

From time to time the allowances made have, in some circuits, been varied upon the consideration of circumstances in connection therewith.

In 1870, upon the appointment of the present Judge of Circuit 35, my Lords took into consideration the size and circumstances of that circuit, and caused to be forwarded to the Judge a calculation showing the sum to be allowed, based upon the supposition that the Judge should live at or in the neighbourhood of the town in which that court was held at which he would have to sit most frequently, and that he should go to, and return home from, those courts which were within easy distance either by rail or road of such town.

Upon this principle the allowances to all subsequently appointed judges have been made.

My Lords being of opinion that no expenses should be allowed beyond what may be necessary to indemnify a judge for his outlay on the supposition that he resides at the most convenient place within his circuit, direct that the allowances made to all the judges appointed prior to September, 1870, should be revised upon the principle upon which allowances have been fixed since that date."

To this is appended a scheme for the circuit and the circuit expenses.

THE ROMAN ORIGIN OF "EQUITY."

(Extract from Inaugural Lecture delivered by Mr. N. Thomson, in the Hall of the Incorporated Law Society, on 3rd November, 1871.)

To obtain a true and correct notion of the nature of Equity in the technical and more restricted sense of the term, it will be necessary to go to some extent into the history of the circumstances which gave rise to the system. This will lead us back to a very simple and primitive state of society—to a time when commerce was but little known or followed,—when husbandry formed the staple occupation of the greater portion of the community—when the husbandman, as occasion required, was called upon to exchange the plough for his weapons of war, and for the time being to become a soldier—when personal property was but scarce—when the purchase of a piece of land out and out for a given sum of money was a thing scarcely ever heard of; but when land was let out to numerous tenants in consideration of services military or otherwise. I need not tell you, Gentlemen, that the legal requirements of such a state of society were but few. But few as they were the rules and forms of common law were inadequate to meet them. As civilisation, and in its train commerce and wealth increased, the rules and forms of common law became more and more inadequate to meet the wants of society, and hence there grew into use, under the auspices of the Chancellor, a more modern system of jurisprudence, which has, almost ever since its commencement, monopolised the name of Equity, and which was suited to a more advanced state of society.

The principles of Equity are for the most part taken from the Roman Law, which, as early as the reign of Henry the Second, was a favourite study among the clergy; and inasmuch as the Chancellor was usually, up to the time of Henry the Eighth, a high dignitary of the Church, it is not surprising to find that the Equity of Rome formed the basis upon which the Clerical Chancellors founded their judgments. In fact, we find in some of the reported dicta of the Clerical Chancellors, whole texts from the works of Justinian, without their origin ever being acknowledged. The Equity of Rome had its origin under circumstances somewhat analogous to those under which the Equity of England took its rise. The old civil law of Rome was narrow and technical, suited only to Roman citizens, and it became wholly insufficient to meet the wants of the community when wealth and commerce increased, and when large bodies of foreigners had taken up their abodes at Rome.

This defect in the old civil law of Rome was supplied by what is generally known as the Edict of the Prætor. The Prætor was an officer at Rome whose office was established on the expulsion of Tarquinius Superbus, and to him the legal supremacy common to all ancient Sovereigns was then transferred. With the exception that his office was an elective and an annual one, the judicial duties performed by the Prætor were as nearly as possible of the like nature to those now performed as well by the Lord Chancellor as by the Lord Chief Justice in their respective Courts in England. The Prætor was the supreme judge who administered the old civil law, and he decided the cases which came before him according to that law when it afforded a sufficient remedy. When it did not, he made decrees (*edicta* they were called) laying down the law as he conceived it ought to be; founding his judgment in such cases on what was called by Roman lawyers (Jurisconsulti) sometimes the "Jus Naturale," or law of nature, at other times the "Jus Gentium," by which term was meant the law common to all nations, or upon which the law of all nations was supposed to be founded, and not what is known at the present day as International Law. The terms "Jus Naturale" and "Jus Gentium" were in fact taken to mean the same thing, namely, a body of law having the principles of natural justice for its foundation, and it is said by several of the Roman lawyers that the principles of the "Jus Naturale" or "Jus Gentium" are dictated by natural equity (Naturalis Æquitas) and natural reason.

The power thus entrusted to the Prætor of establishing a new system of Law based, as it were, upon his own notions of Equity, might, under some circumstances, have proved a formidable instrument of oppression. To guard against any such evil every magistrate at Rome, whose duties had any tendency to become the means of oppression, was in the course of time required to publish, at the commencement of his year of office, an Edict or Proclamation, stating the manner in which he intended to perform the duties imposed upon him during his year of office. In pursuance of this custom each Prætor at the commencement of his year of office issued what was called the Perpetual Edict, which was in fact the same Perpetual Edict as had been published by his predecessors, but with such alterations and additions as his own notions and the requirements of the time appeared to him to render necessary. The Perpetual Edict was so called by way of distinction from the edicts or decrees which the Prætor made in the various cases which came before him judicially; and it was in fact a treatise on Equity Jurisprudence, but having regard to the mode in which it was compiled, it was necessarily devoid of logical arrangement.

The annual publication of the Perpetual Edict continued up to the Prætorship of Silvius Julianus in the reign of the Emperor Hadrian. The edict of that distinguished Prætor embraced the whole body of Equity Jurisprudence which had been previously published, with important additions and alterations of his own, but digested and arranged in symmetrical order; and that edict was thenceforth called the Perpetual Edict—the practice of each Prætor issuing his own edict for the ensuing year having thenceforth ceased. From that time up to the time of Justinian the Edict compiled by Julianus was looked upon as being practically a complete treatise on Equity Jurisprudence; and each successive Prætor thenceforth founded his judgments thereon, as far as possible, and only used his own discretion when that edict did not afford an express authority in point.

In Rome up to the time of Justinian, as in England up to the present time, Equity was administered as a separate system from the older municipal law; but with this difference, that in Rome Equity was administered by the same judge, and in the same Court, as the old Civil Law, while in England, with some exceptions, Equity (in the technical sense of the term) and Common Law have always been administered by different judges sitting in different Courts. In the time of Justinian, who reigned in the sixth century of our era, the two systems of Civil Law and Equity or the "Jus Honorarium," as it was called at Rome (that is the law of those "qui honores gerebant," those who bore the honours of the State), were completely amalgamated or fused, an alteration which has been often talked of and proposed in England, but has never yet been carried into effect.

It might perhaps, appear at first sight, that an account of the mode in which the system of Equity was established at Rome was somewhat beside my subject; but as our system of Equity is, in the main, founded on the Equity of Rome, I have thought it as well to give you this short account of

the mode in which the system was established and administered there, before proceeding to relate the mode in which the like system was established in our own country.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, July 19, 1872.

3 per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, Aug. 1, 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent Reduced 92¼	Ex Bills, £1000, — per Ct. 2 pm
New 3 per Cent., 92½	Ditto, £500, Do —2 pm
Do. 3¼ per Cent., Jan. '94	Ditto, £100 & £200, —2 pm
Do. 2½ per Cent., Jan. '94	Bank o England Stock, 4¼ per Ct. (last half-year) 244
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 106½
Ditto 5 per Cent., July, '80 109½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do., 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88 106½	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96½	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	109
Stock	Caledonian	100	113
Stock	Glasgow and South-Western	100	125
Stock	Great Eastern Ordinary Stock	100	48½
Stock	Great Northern	100	139
Stock	Do., A Stock*	100	161
Stock	Great Southern and Western of Ireland	100	115
Stock	Great Western—Original	100	112
Stock	Lancashire and Yorkshire	100	154
Stock	London, Brighton, and South Coast	100	71½
Stock	London, Chatham, and Dover	100	24
Stock	London and North-Western	100	148½
Stock	London and South Western	100	107
Stock	Manchester, Sheffield, and Lincoln	100	74½
Stock	Metropolitan	100	57¼
Stock	Do., District	100	30
Stock	Midland	100	143
Stock	North British	100	69½
Stock	North Eastern	100	166
Stock	North London	100	130
Stock	North Staffordshire	100	81
Stock	South Devon	100	70
Stock	South-Eastern	100	99

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The depression of last week has been continued. Home railways have been weak and pressed for sale, and in foreign securities there has been a good deal of agitation, several severe falls having taken place. Honduras ten per cents., which a few weeks ago were over 80, have continued their downward course this week, and are now at 33; advices bring word of the complete success of the revolution; it remains, however, to be seen whether the future will justify so great a fall in these securities. Erie shares are still weak, and a trifle lower than last week. Their price is now about sixteen per cent. below what it was before the nomination of the board of directors, so satisfactory to the interests of English holders. The Indian guaranteed railway stocks, which have never quite recovered the fall they experienced at the beginning of the "Black Sea Complication" with Russia, are about the only description of investment which has remained unaltered during the past fortnight. The home railway stocks, after fluctuating a good deal during the week, are closing firmer. There have been very heavy withdrawals of gold from the Bank for the Continent this week; and this day the Bank directors, in accordance with general anticipations, raised the Bank rate from 3 to 3½ per cent. A further rise is quite possible. It is anticipated that the terms of the new French Loan will be known here on Monday. It is probable that when the actual introduction of this loan has taken place and become a thing of the past, a general recovery of the markets will set in.

The freehold and copyhold estates of the late Mr. James Scott, consisting of numerous detached farms in the parishes of Mayfield, Rotherfield, Buxted, and Heathfield, in the beautiful country between Tunbridge Wells, Hastings, and Lewes, comprising in all about 1,765 acres, and producing a gross income of nearly £2,000 a year, were this week offered by auction by Messrs. Debenham, Tewson, and Farmer, of Cheapside, in 25 lots. The large room at the Auction Mart was crowded with purchasers, and for each lot there was a good competition. The whole were sold, and realised £53,547.

THE ERIE RAILWAY.—Since the new management of the Erie Railway Company was inaugurated the attorneys, Messrs. Barlow, Larocque, and Mac Farland, assisted by General Dix and the Board of Directors, have been diligently overhauling the books of the old board. They have found what they consider sufficient proofs of fraud to sustain an action for damages agaiust Jay Gould, the former President. They have accordingly sued him in the Court of Common Pleas, claiming damages to the amount of 10,000,000 dols. It is alleged that Mr. Gould fraudulently secured the election of directors favourable to his scheme, and then proceeded by their collusion and with their aid, to swindle the corporation out of vast sums of money. The complainants say that they can prove that he has appropriated to his own use the legitimate earnings of the road, and made them the means by which to perpetuate his power. The case when fairly before the courts will prove very interesting, involving as it does the entire history of the Erie Railway during the management of Jay Gould and James Fisk, jun. The public will be treated to an inside view of the workings of partisan rings, and many of the prominent men of this city will be directly or indirectly mixed up in the developments.—*New York Sun.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BUTCHER—On July 13, at Stonham Lodge, New Wimbledon, Surrey, the wife of Webster Butcher, Esq., solicitor, of a daughter.

MASSEY—On July 15, at 41, Tregunter-road, South Kensington, the wife of Thomas Massey, Esq., of 5, Gray's-inn square, of a son.

RYAN—On July 16, at 10, Onslow-gardens, the wife of Arthur Compton Ryan, Esq., solicitor, of a son.

TATHAM—On July 11, at Trevor Lodge, Oakhill, Surbiton, Surrey, the wife of Alfred Charles Tatham, Esq., of 11, Staple-inn, London, of a daughter.

WINTERBOTHAM—On July 12, at South Cleeve, Cheltenham, the wife of J. B. Winterbotham, jun., Esq., of a son.

YEATMAN—On July 11, at 35, Colby-road, Gipsy-hill, the wife of Pym Yeatman, Esq., of the Temple, of a daughter.

MARRIAGES.

JONES—SHORTER—On July 9, at St. John's Church, Redhill, Surrey, George David Jones, of the Inner Temple, barrister-at-law, to Mary, eldest daughter of the late Rev. James Shorter, minister of Wilderness-row Chapel, London.

WRIGLEY—TAYLOR—On July 17, at St. Thomas's Church, Werneth, Oldham, by the Rev. T. Ireland, Vicar, assisted by the Rev. H. A. Lewis, Henry Wrigley, of Holly Bank, Wellington-road, Oldham, solicitor, to Maria Taylor, of Fernholm, Werneth, only daughter of the late John Taylor, Esq., of Primrose Bank, Oldham.

DEATHS.

BAGGALLAY—On Friday, July 12, aged 24, Richard Baggallay, of Lincoln's-inn, eldest son of Sir Richard Baggallay, M.P., Q.C.

BYLES—On Monday, July 15, at 3, Prince's-gardens, Kensington, Emma, the wife of the Hon. Mr. Justice Byles, in the 57th year of her age.

HUBBARD—On July 12, aged 48, Matilda Rebecca, the wife of John Hubbard, of 15, Walbrook, E.C., and Worcester Park, Surrey, solicitor.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, July 12, 1872.

UNLIMITED IN CHANCERY.

Birmingham Music Hall Company.—It is peremptorily ordered that a call of £1 per share be made on all the contributories of the above company, and that each contributory do, on or before Aug 1, pay to Edwd Carter, 33, Waterloo-st, Birm, the balance, if any, which will be due from him after debiting his account in the company's books with such call.

LIMITED IN CHANCERY.

Southsea Beach Mansion Company (Limited).—Vice Chancellor Malins has, by an order dated July 2, ordered that the voluntary winding up of the above company be continued. Lewis and Co, Old Jewry, solicitors for the petitioner

TUESDAY, July 16, 1872.

UNLIMITED IN CHANCERY.

Colchester New Market Company.—Vice Chancellor Wickens has, by an order dated June 17, appointed John Stuck Barnes, Colchester, to be official liquidator.

LIMITED IN CHANCERY.

Patent Pneumatic Loom Company (Limited).—Vice Chancellor Malins has, by an order dated July 9, ordered that the above company be wound up. Hathaway and Andrews, Bedford-row, solicitors for the petitioners.

STANNARIES OF CORNWALL.

FRIDAY, July 12, 1872.

Great East Lovell Mining Company.—Petition for winding up, presented July 6, directed to be heard before the Vice Warden, at the Princes Hall, Truro, on Wednesday, Aug 7, at 12. Affidavits intended to be used at the hearing in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Aug 3, and notice thereof must at the same time be given to the petitioner, his solicitors, or their agents. Hodge and Co, Truro, agents for Rogers and Son, Helston, petitioner's solicitors.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 12, 1872.

Ball, Eliza, Portsdown rd, Maida vale, Spinster. July . James v Miland, V.C. Wickens. Burgoynes and Co, Oxford st

Forge, Wm, Hunstanton, Norfolk, Clerk. Aug 1. Fearon v Atkinson, V.C. Malins. Partridge and Edwards, King's Lynn

Grey, Jas, Waterloo rd, Lambeth, Draper. Aug 8. Gray v Puzey, M.R. Combe and Wainwright, Staple inn, Holborn

Meredith, Mary Ann, Guildford st, Russell sq. Aug 8. Gould v Mansfield, V.C. Wickens. Wiltshire, Skinner's pl, Size lane

Meredith, Michael, Guildford st, Russell sq, Esq. Aug 8. Gould v Mansfield, V.C. Wickens. Wiltshire, Skinner's pl, Size lane

Norton, Hy, Manor pl North, Chelsea, Retired Butcher. Oct 29. Cornell v Stevens, M.R.

Russell, Mary Eliz, Clapham rd, Widow. July 20. Russell v Tulloch, V.B. Bacon. Coverton, Gray's inn sq

Turner, Lydia Maria, Kingston-on-Thames, Surrey, Watchmaker. Sept 29. Turner v Lane, V.C. Malins. Sherrard, Clifford's inn

NEXT OF KIN.

Helm, Susannah, Camberwell House, Spinster. Aug 3. Kinnear v Gray V.C. Bacon

Meredith, Michael, Guildford st, Russell sq, Esq. Oct 30. Gould v Mansfield, V.C. Wickens

TUESDAY, July 16, 1872.

Bond, Edwd Fisher, New Buckenham, Norfolk, Gent. Aug 30. Palmer v Betts, V.C. Wickens. Lowthers and Co, Fenchurch st

Challis, Wm, Basingstoke, Hants. Aug 31. Challis v Wilshore, V.C. Malins. Guillaume, Fleet st

Feltham, Wm, Longfellow rd, Mile End rd, Gent. Aug 1. Re Feltham, V.C. Wickens. Young and Co, Frederick's pl, Old Jewry

Greengrass, John, Hallsville, Westham, Essex, Beerhouse Keeper. Oct 10. Tooley v Beckett, V.C. Wickens. Rutherford and Son, Gracechurch st

Stratford, Wm, Biggs row, Putney, Gent. Aug 31. Stratford v Teague, V.C. Wickens. Pitfield, Gray's inn sq

NEXT OF KIN.

Hayes, John, Manch, Gent. Nov 1. Re Hayes, M.R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 12, 1872.

Alison, Fredk Moutagu, Milner st, Chelsea, Lieut-Col. Sept 25. Mackenzie and Co, Crown ct, Old Broad st

Allen, Susan, Boscobel gdns, St John's Wood, Spinster. Aug 12. Childs and Batten, Coleman st

Barnes, John Saml, Delamere ter, Hyde pk West, Esq. Aug 10. Puddicombe, Furnival's inn, Holborn

Bingley, Joseph, Brightside, Sheffield, Scissor Forger. Aug 17. Rogers and Thomas, Sheffield

Braithwaite, Walter, Palace gdns ter, Kensington, Esq. Aug 31. Masterman and Hughes, Austin Friars

Bray, John, St Austell, Cornwall, Wine Merchant. Aug 14. Shilson and Co, St Austell

Briggs, Benj, Rawdon, York, Gent. Aug 5. Rawson and Co, Bradford

Browning, Geo, Hove, Brighton, Esq. Aug 26. Browning, Austin Friars

Brundit, Ellen, Stretford, Lancashire, Widow. Aug 31. Stevenson and Co, Manch

Brundit, Joseph, Stretford, Lancashire, Innkeeper. Aug 31. Stevenson and Co, Manch

Bullock, Robt, Eastwood, Notts, Gent. Aug 23. Browne, Nottingham

Corbett, Corbett Holland, Cheltenham, Gloucester, Esq. Aug 30. Woodward, Birm

Catt, Edwd, Hurley rd, Lower Kennington lane, Licensed Victualler. Sept 2. Nash and Co, Suffolk lane, Cannon st

Davis, Stephen, Harleyford rd, Kennington, Gent. Aug 26. Browning, Austin Friars

Dunn, Geo Whitly, Pembroke Dock, Pembroke, Solicitor. Sept 6. Miller and Miller, Sherborne lane

Fleming, John Brown Willis, Stoneham pk, Hants, Esq, High Sheriff. Oct 1. Burgin, John st, Bedford row

Henderson, Martin, Newcastle-upon-Tyne, Builder. Aug 12. Legge, Newcastle-upon-Tyne

Husted, Jas, Aylesbury, Bucks, Toll Contractor. Oct 1. Langham and Son, Hastings

Jackson, Wm, Lancaster, Esq. Sept 2. Maxted and Gibson, Lancaster

Levett, Eliz, Gower st, Bedford sq, Widow. Sept 1. Giraud, Furnival's inn

Lisle, Benj, Hammersmith ter, Gent. Aug 24. Thompson and Groom, Raymond's bldgs, Gray's inn

Lovell, Wm, Albion rd, Hampstead, Solicitor. Sept 2. Keays, Charles st, St James

Lockwood, Joshua, Hawley House, nr Farnborough, Hants, Esq. Sept 12. Paterson and Co, Chancery lane

Purvis, John, East Cowes pk, I of W, Esq. Aug 1. Freshfield, Bank bldgs

Roe, Robt Lock, East Lynmouth, Devon, Esq. Aug 7. Riccard and Son, South Molton

Stable, John Wickey, Ravenswood, Queensland, Gent. Jan 15. Garrard and James, Suffolk st, Pall Mall East

Walton, Wm, Horbury, York, Gent. Aug 20. Brook and Co, Huddersfield

Whiteley, Thos, Halifax, York, Beer house Keeper. Aug 15. Holroyde and Smith, Halifax

TUESDAY, July 16, 1872.

Allen, Jas, Mile End rd, Licensed Victualler. Sept 13. Nash and Co Suffolk lane

Anderson, Wm, Penzance, Cornwall, Draper. Sept 29. Jenkins, Penryn

Ashmore, Hy, Derby, Boot Lace Manufacturer. Aug 16. Leech, Derby

Brough, Geo, Hounslow, Gent. Sept 1. Tippetts and Son, Gt St Thomas Apostle, Queen st, Cheapside

Broughton, Jas, Manch, Millwright. Sept 23. Addleshaw, Manch

Coloman, Chas, Redhill, Surrey, Merchant. Sept 2. Uptons and Co, Austin Friars

Davies, Wm, Aberdare, Glamorganshire, Bookseller. Aug 12. Rosser and Phillips, Aberdare

Farrer, Wm Fredk, Brafield House, Bucks, Esq. Aug 31. Domville and Co, New sq, Lincoln's inn

George, John Wm, Bristol, Carpenter. Sept 30. Harwood, Bristol

Godfrey, Catherine, Ware, Hertford, Spinster. Sept 1. Weall, Bellyd, Doctors' commons

Harsant, Chas, Strand, Perfumer. Sept 12. Webb, Carey st, Lincoln's inn

Joliffe, Rev Thos Robt, Ammerdown pk, Somerset. Aug 12. Currie and Williams Lincoln's inn fields

McGregor, Richd Harrington, Granville, Worcester, Surgeon Dentist. Sept 1. Gabriel, Lincoln's inn fields

Mitchelmore, Richd Hancock, Newton, Cornwall, Yeoman. Sept 29. Nicolls, Callington

Moore, Wm, Gosling, Sydney, New South Wales, Esq. Aug 27. Waltons and Co, Gt Winchester st

Moreton, Thos, Wrinchill Hall, Stafford, Farmer. Aug 31. Fletcher, Northwich

Randolph, Sophia Eliz, Torquay, Devonshire, Spinster. Sept 1. Ley, Carey st

Royle, John, Coventry, Attorney. Sept 2. Browett, Coventry

Smith, Robt, Woodnewton, Northampton, Gent. Sept. 1. Brown and Atter, Peterborough

Smith, Thos, Ireley, Gloucester, Farmer. Sept 16. Badham and Co, Tewkesbury

Taylor, Saml, Bilsby, Lincoln, Farmer. Aug 12. Hyde, jun, Louth

Thompson, Bethell, Kirby Moorside, York, Innkeeper. Sept 1. Hill, Kirby Moorside

Thompson, Fras, St Mary Abbott's ter, Kensington, Esq. Sept 9. Taylor, Old Burlington st

Thompson, Robt, Gateshead, Durham, no occupation. Oct 1. Robson, Gateshead

Waddilove, Geo, Lpool, Licensed Victualler. Aug 12. Tyrer and Co, Lpool

Warlington, Harriett, Bosley, Cheshire, Innkeeper. Aug 24. Killmister, and Co, Macclesfield

Watson, Robt Mather, Devonport, Devon, Esq. Sept 30. Sole and Gill, Devonport

Wills, Joseph, Plymouth, Devon, Merchant. Sept 30. Sole and Gill, Devonport

Wrottesley, Hon Walter, Bournemouth, Hants, Barrister-at-law. Aug 31. Domville and Co, New sq, Lincoln's inn

Bankrupts.

FRIDAY, July 12, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Edwards, Wm, Bishopsgate-st Without, Florist. Pet July 10. Roche. July 23 at 1

Gunston, Thos Dani Edwd. Holloway-rd, Cheesemonger. Pet July 9. Hazlitt. July 23 at 12

Howard, Joseph Groom, New-st, Dorset-sq, Butcher. Pet July 10. Spring-Rice. July 25 at 11

To Surrender in the Country.

Bradbury, Thos, Manch, Clothier. Pet July 9. Kay. Manch, Aug 1 at 9.30

Garner, Chas, Southall, Middx, Farmer. Pet July 6. Darvill. Windsor, Aug 13 at 3

Gibbs, Wm, Bridgwater, Somerset, Baker. Pet July 8. Lovibond. Bridgwater, July 24 at 10

Gough, Thos, Bishop's Castle, Salop, Builder. Pet July 9. Robinson. Leominster, July 24 at 2.30

Hawkins, Hy, Bristol, Grocer. Pet July 11. Harley. Bristol, July 26 at 12

Henly, Robt, Gloucester, Comm Agent. Pet July 10. Riddiford. Gloucester, July 26 at 11.30

Hodge, Wm, Kingston-upon-Hull, Cooper. Pet July 8. Phillips. Kingston-upon-Hull, July 24 at 11

Matthews, Wm, Chester, Oil Dealer. Pet July 9. Royle. Chester, July 26 at 12

Stubbs, Robt Josiah, and John Roberton, jun, Manch, Printers. Pet July 11. Lister. Manch, July 25 at 9.30

Webber, Geo, Bishop Auckland, Wine Merchant. Pet July 30. Greenwell. Durham, July 30 at 11

Willis, John Wilson, Silloth, Cumberland, Draper. Pet July 3. Halton. Carlisle, July 23 at 2

TUESDAY, July 16, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Lulman, Alfd, Hanover-st, Islington, Watchmaker. Pet July 11, Pepys. July 30 at 12

Sarl, Abraham, Cornhill, Silversmith. Pet July 12. Spring-Rice. Aug 7 at 12

To Surrender in the Country.

Brett, Robt, Tiverton, Somerset. Licensed Victualler. Pet July 12. Smith. Bath, July 29 at 11
Davies, Saml, Merthyr Tydfil, Glamorgan, Watchmaker. Pet July 11. Russell. Merthyr Tydfil, July 27 at 11
Greaves, Thos Haworth, Manch, Dyer of Yarn. Pet July 11. Kay. Manch, Aug 1 at 9.30
Hesketh, Wm, Edge Hill, Lpool, Collector of Rents. Pet July 24. Watson. Lpool, Aug 8 at 2
Lloyd, Geo Alfd. Nottingham, Braid Manufacturer. Pet June 11. Patchitt. Nottingham, July 29 at 12
Willis, Richd Child, Minster, Kent, Clerk in Holy Orders. Pet July 11. Acworth. Rochester, July 29 at 12
Wright, Hy, Southamptop, Oil Merchant. Pet July 8. Thorndike. Southampton, July 27 at 3

BANKRUPTCIES ANNULLED.

FRIDAY, July 12, 1872.

Geldard, Thos, Thornton, York, Stone Merchant. June 18
Syers, Geo Augustus Fredk, Anerley-grove, Upper Norwood. June 20

TUESDAY, July 16, 1872.

Bannister, Elisha, Palmerston-rd, Kilburn, Builder. June 25
Fielden, John Cocking, Blackburn, Lancashire, Cotton Manufacturer. July 1
Gleave, Peter Dutton, Lpool, Coach Builder. Oct 17
Malpartide, Elias, Gt St Helen's. July 13

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 12, 1872.

Anderson, Wm John, Grenada ter, Commercial rd East, Watchmaker. July 25 at 3, at offices of Ditton, Ironmonger lane
Arnold, Jabez. Portsea, Hants, Grocer. July 24 at 12, at 145, Cheapside. Cousins and Burbidge, Portsmouth
Barnes, Wm, Blackley, nr Manch, Greyhound Trainer. July 25 at 3, at office of Leigh, Brown st, Manch
Barrowman, Walter, Pembroke Dock, Pembroke, Licensed Victualler. July 20 at 10.5, at the Guildhall, Carmarthen. Parry, Pembroke Dock
Beachim, Walter, Barnes, Surrey, no trade. July 26 at 2, at offices of Venn, New inn, Strand
Bell, Geo, jun, Gateshead, Durham, Builder. July 30 at 12, at office of MacDonald. Newcastle upon-Tyne
Birkett, Wm, Nottingham, Retailer of Beer. July 30 at 12, at office of Cowley, St Peter's Church walk, Nottingham
Brookman, Wm Hy, Bristol, Painter. July 31 at 1, at offices of Hancock and Co, Guildhall, Broad st. Willmott, Bristol
Brooks, Adam, Borough rd, Licensed Victualler. July 25 at 3, at office of Kelley, Gt James st
Broom, Geo Joseph, Coburg rd, Camberwell, Cilman. July 19 at 3, at offices of Day, Bedford st, Bedford sq. Williams, Alfred pl, Bedford sq
Challinor, Ralph, Bolton, and Joseph Parminter Brodie, Lancashire, Cheese Factors. July 22 at 3, at the Victoria Inn, Fishergate, Preston. Dawson, Bolton
Chapple, Jonathan, St George, Gloucester, Baker. July 20 at 11, at offices of Essery, Guildhall, Broad st, Bristol
Cheater, Geo, Southampton, Labourer. July 16 at 3, at offices of Grace, Avenue rd, Southampton
Clode, John Cox, Bread st, Golden sq, Licensed Victualler. July 19 at 3, at offices of Pittman, Stamford st, Blackfriars rd
Coyle, John, Middlesborough, York, Grocer. July 25 at 1, at offices of Dobson, Gosford st, Middlesborough
Davies, David, Tyrdraf, Cardigan, Farmer. July 20 at 2, at the Townhall, Carmarthen. Lloyd, Haverfordwest
Dempsey, Martin, Gateshead, Durham, Woollen Dealer. July 23 at 11, at offices of Garbutt, Collingwood st, Newcastle-upon-Tyne
Devereux, John Geo, and Thos Hy Devereux, Walsall, Stafford, Drapers. July 5 at 3, at office of Rowlands, Ann st, Birm
Dickie, David, Birm, Tailor. July 22 at 10, at office of East, Colmore row, Birm
Eades, Alfd, Bristol, Butcher. July 22 at 11, at offices of Essery, Guildhall, Broad st, Bristol
Edye, Thos, Walsall, Stafford, Cutter. July 23 at 3, at 133, Lichfield st, Walsall. Stubbs, Birm
Evans, John, Llanasa, Flint, Lead Washer. July 29 at 2, at the Royal Hotel, Greenfield, Holywell. Williams
Finch, Benj, Devonport, Grocer. July 25 at noon, at offices of Edmonds and Son, Parade. Plymouth
Freeman, Sabina, Beverley rd, South Penge pk. July 23 at 3, at offices of Kent, Cannon st
Friend, Thos Mumbray, Upper Walmer, Kent, Painter. July 27 at 11, at the Royal Exchange Hotel, Deal. Drew, Deal
Furness, Chas. and Geo Furness, Sheffield, Brace Bit Manufacturers. July 22 at 3.30, at offices of Binney and Sons, Queen st, Sheffield
Galloway, Wm, Bradford, York, Carver. July 22 at 10, at office of Hargreaves, Market st, Bradford
Gill, Levi, Leeds, Bootmaker. July 26 at 3, at offices of Hardwick, Boar lane, Leeds
Goodall, Frank, Glastonbury, Somerset, Printer. July 25 at 12, at office of Hobbs, Wells
Grimes, Geo, Oakfield, I of W, Grocer. July 22 at 11, at 58, Lugley st, Newport. Joyce
Harris, John, Gloucester, Painter. July 24 at 11, at office of Jaynes, Clarence st, Gloucester
Hide, John, Maiden, Kent, Surgeon's Assistant. July 31 at 11, at offices of Towner, Terminus rd, Eastbourne. Stuckey, Brighton
Hill, Alf Septimus, Kinnerton, Flint, Comm Agent. July 24 at 3, at offices of Taylor, Pepper st, Chester
Holding, Jas, Ashton-under-Lyne, Lancashire, Paper Dealer. July 25 at 3, at offices of Darnton and Bottomley, Stamford st, Ashton-under-Lyne
Hurd, Thos, Manch, Oyster Merchant. July 25 at 3, at offices of Orton, Ridgefield, Manch
Ingham, John Ross, Farsley, York, Grocer. July 25 at 3, at offices of Hutchinson, Piccadilly chambers, Piccadilly, Bradford
Ingram, Thos Fletcher, Wolverhampton, Stafford, no occupation. July 26 at 3, at offices of Ratcliffe, Queen st, Wolverhampton
Jenkins, Wm, Stafford, Cooper. July 23 at 3, at offices of Thurstans, Queen st, Wolverhampton
Johnson, Thos, Congleton, Cheshire, Comm Agent. July 27 at 11, at offices of Cooper, Lawton st, Congleton
Jones, Emanuel Levy, Kingston-upon-Hull, Dentist. Aug 2 at 11, at offices of Hearfield, Scale lane, Kingston-upon-Hull
Jones, Robt Morris, Abergele, Denbigh, Chemist. Aug 7 at 11, at the Queen's Hotel, Chester. Davies, Holywell
Kendall, Wm, Shipley, York, Watchmaker. July 19 at 10, at offices of Hargreaves, Market st, Bradford
Manley, Joseph, Bridgend, Caergwile, Flint, Miller. July 24 at 12, at office of Jones, Henblas st, Wrexham
Marigold, Edwd, Darlaston, Stafford, Barman. July 25 at 11, at offices of Glover, Park st, Walsall
Marks, Geo, New inn yd, Shoreditch, Looking Glass Manufacturer. July 31 at 2, at offices of May, Princes st, Spital sq
Miles, Chas Thos, Guild ord, Surrey, Grocer. July 24 at 2, at office of Lovett, High st, Guildford
Mitchell, Saml, Cardiff, Grocer. July 30 at 11, at offices of Morgan, High st, Cardiff
Norfor, Hy Jas, Gt Yarmouth, Norfolk, Builder. July 26 at 12, at office of Palmer, South quay, Gt Yarmouth
Norman, Geo Lewis, Lancaster pl, Strand, Attorney. July 20 at 10, at offices of Roberts, Moorgate st
Prior, Robt, and Richd Cornelius Prior, Bideford, Devon. July 29 at 12, at offices of Hole and Peard, Willett st, Bideford
Pyle, Robt, Abingdon, Berks, out of business. July 31 at 2, at offices of Thompson, Church st, Oxford
Richter, Fredk, De Beauvoir rd, Kingsland, Clerk. July 26 at 4, at offices of Salaman, King st, Cheapside
Schlesinger, Chas Fredk, Tollington rd, Upper Holloway, Merchant. July 25 at 3, at office of Parkes, Beaufort bldgs, Strand
Smith, Thos, Macclesfield, Cheshire, Drysalter. July 28 at 3, at offices of Higginbotham and Barclay, Exchange st, Macclesfield
Stansell, Emily, Taunton, Somerset, Dressmaker. July 26 at 11, at offices of Trenchard and Blake, Registry pl, Taunton
Stapleton, Thos, Red Hill, Surrey, Upholsterer. July 18 at 3, at offices of Howell, Cheapside
Stevenson, John, York, Bricklayer. July 26 at 11, at the Sydney Hotel, Goole. Summers, Hull
Swain, John, Strand, Engraver. July 19 at 1, at office of Warrand, Ludgate hill
Swanwick, Geo, Nottingham, Brewer. July 26 at 3, at offices of Cranch and Rowe, Low pavement, Nottingham
Tabbenor, Richd, Newcastle-under-Lyme, Stafford, out of business. July 26 at 3, at offices of Tennant, Cheapside, Hanley
Taplin, John Ashley, Banbury, Oxford, Bookseller. July 24 at 2, at office of Crosby, Fish st, Banbury
Tribe, Jas, High Holborn, Traveller. July 26 at 1, at office of Orchard, John st, Bedford row
Tripp, Robt, Weston-super-Mare, Somerset. Builder. July 22 at 11, at offices of Baker and Co, Sydenham ter, Weston-super-Mare
Turner, John, Dean st, Fetter lane, out of business. July 25 at 2, at office of Greatorex, Chancery lane
Upjohn, Thos Horton, Leadenhall-market, Poultry Salesman. July 30 at 2, at offices of Digby and Liddle, Circus pl, Finsbury circus
Wake, Dunthorn John, Studley ter, Stockwell, Merchant's Clerk. July 26 at 3, at offices of Edlis and Crossfield, Mark lane
Walker, Chas Walter, Norwich, Ornamental Painter. July 23 at 11, at offices of Winter and Francis, St Giles st, Norwich
Watkins, Edwin Goss, and Jas Logan Watkins, Godalming, Surrey, Cabinet Makers. July 30 at 1, at the Public Hall, Godalming. Roker, Godalming
Wood, John Chas, Sheffield, Commercial Traveller. July 23 at 12, at office of Fernell, St James's st, Sheffield
Woodruff, Hy, Waddington, Lincoln, Shoemaker. July 25 at 11, at offices of Moore and Ward, Silver-st, Lincoln

TUESDAY, July 16, 1872.

Allcroft, Wm Rowley, West Butterwick, Lincoln, Clerk. July 30 at 12, at the White Hart Hotel, Gainsborough. Oldman & Iveson, Gainsborough
Allison, Joseph Edwd, Bradford, York, Bookseller. July 29 at 3, at offices of Green, Aldermanbury, Bradford
Applegate, Wm Geo, Seymour place, Marylebone, Ironmonger. July 29 at 4, at offices of Pain, Marylebone rd
Briggs, Wm, Birm, Butcher. July 30 at 3, at offices of Rowlands, Birm
Brodie, Thos John, jun, St Thomas the Apostle, Devon, News Agent. July 30 at 12, Harris and Co, Gaddy st, Exeter
Brown, Chas Albert, King William st, West end, Hammersmith, Butcher. July 27 at 11, at offices of Russel, Walbrook
Brown, Jas Gilles, Gateshead, Durham, Architect. July 27 at 12, at office of Dixon, High st West, Sunderland
Cooke, Wm Thos, Bradford, York, Tailor. July 29 at 10, at offices of Woodhouse, Mold Green, Huddersfield. Freeman
Corbett, Robt, jun, Brick lane, Bethnal Green, Butcher. July 22 at 10, at the Victoria Tavern, Morpeth rd, Victoria pk. Brutton, Lansdowne ter, Victoria pk
Cowles, Geo, Landport, Southampton, Boot Maker. July 24 at 3, at 145, Cheapside. Walker, Portsea
Davidson, Geo, Newcastle-upon-Tyne, Waiter. Aug 2 at 3, at offices of Elsdon, Royal arcade, Newcastle-upon-Tyne
Defries, Louis, Brighton, Sussex, Earthenware Dealer. July 30 at 12, at office of Stuckey, Old Steine, Brighton
Dinham, Wm John, Bristol, out of business. July 25 at 2, at offices of Cozens, Nicholas st, Bristol
Dowdall, Jas Rendell, Swansea, Photographic Artist. July 29 at 2, at offices of Smith and Co, Somerset pl, Swansea
Faulkner, Edwd, Manch, Insurance Agent. Aug 1 at 3, at offices of Gardner & Co, King st, Manchester
Findlay, Wm Davies, Birkenhead, Chester, Builder. July 31 at 3, at office of Sheen and Martin, Church st, Lpool. Lowe, Lpool

Freeman, Thos, Mile End rd, Stay Manufacturer. July 26 at 3, at offices of Steadman, Coleman st. Dobson, Mile End rd
Geary, John Matthew, Alderegate st, Box Maker. July 23 at 1, at offices of Hope, Serle st, Lincoln's inn fields
Gilbert, Mary, Marazion Cornwall, Licensed Victualler. July 25 at 11, at offices of Trythall, Clarence st, Penzance
Halbard, Philip Faulkes, Burton Extra, Stafford, Engineer. July 30 at 12, at offices of Drewry, High st, Burton-upon-Trent
Hara, Thos, Newcastle-upon-Tyne, Stationer. July 31 at 12, at offices of Ingledew and Dagget, Dean st, Newcastle-upon-Tyne
Hill, Geo Faweus Cornfoot, Sparrow corner, Minories, Export Butcher. July 29 at 2, at offices of Dubious, Gresham bldgs, Basinghall st
Howard, Wm Hy, Lincoln, Cabinet Maker. Aug 3 at 11, at offices of Burton and Scorer, Lincoln
Hughes, Robt Green, Llangollen, Denbigh, Draper. July 30 at 1, at the Royal Hotel, Llangollen. Lloyd, Ruthin
Humphriss, Thos Edwd, St James's rd, Holloway, Grocer. July 31 at 2, at offices of Walker. Abchurch lane
Johnson, Stephen, and Daniel Johnson, Long Ditton, Surrey, Painters. July 24 at 2, at offices of Best. Queen st. Cheapside
Jones, Lewis, Swansea, Glamorgan, Implement Dealer. July 24 at 11, at offices of Barnard and Co, Crockherbtown, Cardiff
Kendall, Geo Jas, Nottingham, Commercial Clerk. July 29 at 3, at the Royal Hotel, Victoria street. Simmons
Kent Hy Alfred, Ipswich, Suffolk, Tailor. Aug 1 at 12, at offices of Merriman and Co, Queen st, Cheapside
Knee, Philip, Bristol, Tailor's Cutter. July 29 at 12, at offices of Pitt, John st, Broad st, Bristol
Knowles, Jas, Crosby, Lancaster, Coal Merchant. July 29 at 3, at offices of Skeen and Martin, Church st, Lpool
Lewis, Arthur, Hay, Brecon, Grocer. July 30 at 3, at offices of Page, Hay, Brecon
Lloyd, David, Swansea, Glamorgan, Grocer. July 27 at 11, at offices of Barnard and Co, Temple st, Swansea. Field, Swansea
Mercer, John Alex, Eastney, Hants, Licensed Victualler. July 24 at 4, at offices of King, Union st, Portsea
Miles, Thos, Syston, Leicester, Poor law Officer. July 30 at 12, at the Railway Hotel, Syston. Goode, Loughborough
Perrin, Fredk, and Robt Bradley, Bristol. Printers. July 24 at 1, at offices of Brittan and Co, Small st, Bristol
Roe, Joseph, Wetwang, York, Bricklayer. July 27 at 12, at offices of Summers, Manor st, Kingston-upon-Hull
Sadler, Thos, Birm, Pearl Button Maker. July 26 at 11, at office of Duke, Christ Church passage, Birm
Shepherd, Wm Bevan, Mumbles, Glamorgan, Grocer. July 25 at 11, at offices of Field, Mount st, Swansea
Shipway, Hy, Birm, Timber Merchant. July 29 at 12, at the Gt Western Hotel, Birm. Jelf and Goule, Birm
Skinner, Thos, Sidbury, Worcester, Chemist. July 29 at 12, at office of Pitt, High st, Worcester
Spencer, John, Halifax, York, Woollen Manufacturer. July 24 at 12, at the counting house. Longbottom, Halifax
Thompson, Fras Wm, Nottingham, Fishmonger. July 19 at 12, at office of Belk, High pavement, Nottingham
Vibert, Hy Pope, Gloucester, Watchmaker. July 25 at 1, at the Bell Hotel, Gloucester. Taynton and Son, Gloucester
Wade, Joseph, and Benj Wade, Miles Platting, nr Manch, Builders. Aug 2 at 3, at the Clarence Hotel, Spring gdns, Manch. Marriott and Woodall, Manch
Walker, Hy Staveley, High st, Stratford, Provision Merchant. July 31 at 2, at offices of Wood and Hare, Basinghall st
White, Mary, Ventnor, late of W. Hotel Keeper. July 29 at 11, at office of Damant, St. John's House, Ventnor